

**Project Management Unit  
Primary Health Care Reforms Project**



**Health Department  
Government Of Khyber Pakhtunkhwa**

**Request for Proposal**

**Selection of Non-Consulting Services**

**OUTSOURCING OF SECURITY SERVICES FOR  
PRIMARY HEALTH CARE REFORMS PROJECT**

For ADP Schemes

438/200045-Strengthening Of All BHUs Across KP And Conversion Of 200  
BHUs In 24/7 SBA Facilities (2020–2026) And  
437/200040-Rehabilitation Of All RHCs Across KP And  
Conversion Of 50 RHCs Into 24/7 Facilities (2020–2026)

**July, 2025**

## **Foreword**

This Standard Request for Proposals is applicable to provision of consultancy and non-consulting services by the procuring entities of Khyber Pakhtunkhwa province whose legal agreement makes reference to the Khyber Pakhtunkhwa Public Procurement Rules, (KPPR) 2014.

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## **Preface**

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the KPPR 2014.
2. Before preparing an RFP, the Procuring Entity/ user must be familiar with the KPPRA 2014 and Rule No 23 & 28.
3. Rule No 23 (c) shall be adopted for assignments of standard or routine nature where well established practices and standards exist.
4. In case Rule No 23 (c) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring Entity choses other method of selection according to Rule No 23 (a), (b), (d), and (e), the reason shall be recorded in writing by the competent authority, and also sent to KPPRA with RFP.
5. The RFP includes a standard Letter of Invitation, standard Instructions to Consultant/Bidders, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultant/Bidders and the Standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect Particular assignment conditions.

## **Section-1 Letter to Invitation**

## Letter to Invitation

Insert: Invitation/File No;

[insert: Location and Date]

[insert: Name and Address of Consultant/Bidder]

Dear Mr./Ms.:

1. The [**Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa**] (hereinafter called "Procuring Entity") now invites proposals to provide the following services:

**[Hiring of Security Services for 24/7 RHCs & BHUs of Health Department, KP].**  
More details on the services are provided in the RFP (Data Sheet and respective Terms of Reference).

2. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre- qualified/interested Consultant/bidders/Bidders:

[Insert: List of Shortlisted Consultant/bidders]

It is not Permissible to transfer this invitation to any other consultant/bidder.

3. A consultant/bidder/bidder will be selected under [Least-Cost Selection (LCS) and procedures described in this RFP, in accordance with the KPPR 2014.

4. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultant/bidders (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

5. Please inform us in writing at the following address [Project Management Unit PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa H #7 National Bank Officers Colony Warsak Rd, Peshawar], upon receipt:

(a) that you received the Letter of Invitation; and

(b) Whether you will submit a proposal alone or in association.

Yours sincerely,

[Insert: Signature, name, and title of head of the department/ PE 's representative]

## **Section-2 Instructions to Consultant/Bidder**

## **Instructions to Consultant/Bidder**

### **1. Definitions**

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant/bidder signs the Contract for the Services.
- (b) “Consultant/bidder” 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 consultant/bidders, legal advisors, engineering consultant/bidders, construction managers, management consultant/bidders, 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 Consultant/bidders that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of KP.
- (g) “Instructions to Consultant/bidder” (Section 2 of the RFP) means the document which provides shortlisted Consultant/bidders with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant/bidder.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposals prepared by the procuring Agency for the selection of Consultant/bidders.
- (k) “Sub-Consultant/bidder” means any person or entity to whom the Consultant/bidder sub-contracts 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 agency and the



Consultant/bidder, and expected results and deliverables of the assignment.

## **2. Introduction**

**2.1** The Procuring agency named in the Data Sheet will select a consulting organization (the Consultant/bidder) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

**2.2** The eligible Consultant/bidders (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 Consultant/bidder.

**2.3** The Consultant/bidders should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultant/bidders are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultant/bidder may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

**2.4** The Consultant/bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant/bidder.

**2.5** Procuring Agency may provide facilities and inputs as specified in Data Sheet.

## **3.1 Conflict of Interest**

**3.1.1** Consultant/bidder are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultant/bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said

situations may lead to the disqualification of the Consultant/bidder or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultant/bidder, 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:

(i) A consultant/bidder that has been engaged by the procuring agency 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 consultant/bidder 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 consultant/bidder's consulting services for such preparation or implementation.

(ii) A Consultant/bidder (including its Personnel and Sub- Consultant/bidder) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant/bidder to be executed for the same or for another Procuring Agency.

(iii) A Consultant/bidder (including its Personnel and Sub- Consultant/bidder) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment,

(ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

### **3.2 Conflicting Relationships**

Government officials and civil servants may be hired as consultant/bidders only if:

- (i) They are on leave of absence without pay;

- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and their employment would not give rise to any conflict of interest.

#### **4. Fraud and Corruption**

It is Government's policy that Consultant/bidder 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 Agency 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 misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation; Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. 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. Integrity Pact**

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant/bidder undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

#### **6. Eligible Consultant/bidders**

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 consultant/bidders - 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 consultant/bidders emerging from request of expression of

interest are eligible.

## **7. Eligibility of Sub Consultant**

A shortlisted Consultant/bidder would not be allowed to associate with other Consultant/bidders who have failed to qualify the shortlisting process.

## **8. Only one Proposal**

Shortlisted Consultant/bidders may only submit one proposal. If a Consultant/bidder submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub- Consultant/bidder, including individual experts, to more than one proposal is not allowed.

## **9. Proposal Validity**

9.1 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, Consultant/bidders shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultant/bidders to extend the validity period of their proposals. Consultant/bidders who agree to such extension shall consultant/bidder that they maintain the availability of the Professional staff nominated in the Proposal, or in the event of extension of validity of the Proposal, Consultant/bidders may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultant/bidders who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultant/bidders shall submit required bid security along with financial proposal defined in the data sheet (which shall not be Less than one percent and shall not exceed five percent of bid amount).

## **10. Clarification and Amendment in RFP Documents**

10.1 Consultant/bidders may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five 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 as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Entity may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultant/bidders and will be binding on them.

Consultant/bidders shall acknowledge receipt of all amendments. To give Consultant/bidders 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.

## **11. Preparation of Proposals**

11.1 In preparing their Proposal, Consultant/bidders are expected 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.

11.2 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 consultant/bidder.

## **12. Language**

The Proposal as well as all related correspondence exchanged by the Consultant/bidders and the Procuring Entity shall be written in English. However, it is desirable that the consultant/bidder's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

### **13. Technical Proposal Format and Content**

13.1 While preparing the Technical Proposal, consultant/bidders must give particular attention to the following:

(i) If a consultant/bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant/bidder(s) and/or other consultant/bidders or entities in a joint venture or sub-consultancy, as appropriate. The international consultant/bidders are encouraged to seek the participation of local consultant/bidders by entering into a joint venture with, or subcontracting part of the assignment to, national consultant/bidders.

(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 consultant/bidder. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant/bidder or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant/bidder 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 consultant/bidder's involvement.

(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).

(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).

(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 consultant/bidder and degree of responsibility held in various assignments during the last (PE may give number of years as per their requirement) years.

(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).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

## **14. Financial Proposals**

14.1 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 Consultant/bidders' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant/bidder 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.

## **15. Taxes**

15.1 The Consultant/bidder 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.

## **16. Submission, Receipt, and Opening of Proposals**

16.1 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 Consultant/bidders (Individual Consultant/bidder). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 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.

16.3 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.

16.4 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, Consultant/bidders should ensure that



proposals to be sent through couriers should reach a day before the deadline for submission.

## **17. Proposal Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant/bidders should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant/bidders to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant/bidders' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

## **18. Evaluation of Technical Proposals**

18.1 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. In the case of Quality-Based Selection, Selection Based on Consultant/bidder's Qualifications, and Single-Source Selection, the highest ranked consultant/bidder or consultant/bidder 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.

### **Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultant/bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultant/bidders' attendance at the opening of Financial Proposals is optional. Financial proposals of those consultant/bidders who failed to secure minimum qualifying marks shall be returned un-opened.

## **19. Evaluation of Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the Consultant/bidders' representatives who choose to attend. The name of the Consultant/bidders and the technical scores of the Consultant/bidders shall be read aloud. The Financial Proposal of the Consultant/bidders who met the minimum qualifying mark will then be inspected to consultant/bidder 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 Consultant/bidders.

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 ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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:  $S = S_t \times T\% + S_f \times P\%$ . The consultant/bidder 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 Agency will select the consultant/bidder that submitted the highest ranked Technical Proposal.

## **20. Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant/bidder will, as a pre-requisite for attendance at the negotiations, consultant/bidder availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant/bidder. Representatives conducting negotiations on behalf of the Consultant/bidder must have written authority to negotiate and conclude a Contract.

## **21. Technical negotiations**

21.1 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 Consultant/bidder to improve the Terms of Reference. The PE and the Consultant/bidders 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 Consultant/bidder, will become part of Contract Agreement.

## **22. Financial negotiations**

22.1 If applicable, it is the responsibility of the Consultant/bidder, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant/bidder under the Contract. The financial negotiations will include a clarification (if any) of the consultant/bidder'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. Consultant/bidders 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).

## **23. Availability of Professional staff/experts**

23.1 Having selected the Consultant 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. 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 Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

## **24. Award of Contract**

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant/bidder and within seven of the award of contract, 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.

24.2 After publishing of award of contract consultant/bidder required to submit a performance security at the rate indicated in date sheet.

24.3 The Consultant/bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **25. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultant/bidders 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 Consultant/bidder of confidential information related to the process may result in the rejection of its Proposal.

## Datasheet

1.1	<p><b>Name of the Assignment is:</b>  <u>Hiring of Security Services for 24/7 RHCs and BHUs, Health Department, Government of Khyber Pakhtunkhwa.</u></p> <p><b>The Name of the PE's official (s):</b>          Project Director, Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa, H #7 National Bank Officers Colony Warsak Rd, Peshawar          Telephone: 091-7514905          E-mail: phcrevamping@gmail.com</p>
1.2	<p><b>The method of selection is:</b></p> <p><u>Least-Cost Selection (LCS)</u> where the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Most Advantageous Proposal.</p> <p><b>The Edition of the Guidelines is as per KPPRA Regime.</b>  <u>KPPRA Act 2012 &amp; KPPRA Rules 2014 etc.</u></p>
1.3	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b>          Yes</p>

1.4	<p><b>The PE will provide the following inputs and facilities:</b></p> <ul style="list-style-type: none"> <li>i. Be responsible for the financial obligations under the contract.</li> <li>ii. Disburse any payment to the consultant/bidder, on the provision of required services.</li> <li>iii. Provide to the consultant/bidder any such other assistance as may be specified against services to be provided by them under the contract.</li> <li>iv. Assist the consultant/bidder with obtaining all necessary approvals in timely manner (as per mutually agreed assignment protocols) and such other documents as shall be necessary to enable them to perform the Services.</li> <li>v. Issue to officials, agents and Clients of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> </ul> <p>In consideration of the Services provided by the consultant/bidder under this Contract, the payments shall be made to them only after verification of the delivery of specified services.</p>
1.5	<p><b>The Proposal submission address is:</b></p> <p>Project Director, Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa, H #7 National Bank Officers Colony Warsak Rd, Peshawar</p> <p><b>Proposals must be submitted not later than the following date and time:</b>  <b>Date: <u>21 August 2025 (As per REOI)</u></b>  <b>Time: <u>11:00 AM PST (As per REOI)</u></b></p>
1.6	<p><b>Expected date for commencement of services:</b></p> <p>Immediately, after completion of the award of contract.</p> <p><b>at:</b>  Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa H #7 National Bank Officers Colony Warsak Rd, Peshawar</p>

9.1	Proposals validity that <b><u>shall not be more than 150 days for National Competitive Bidding (NCB)</u></b>
10.1	<p><b>Clarifications in writing may be requested not later than <u>FIVE (05)</u> days before the submission date.</b></p> <p>Project Director, Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa H #7 National Bank Officers Colony Warsak Rd, Peshawar Telephone 091-7514905 E-mail: phcrevamping@gmail.com</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultant/bidder and the Procuring Entity shall be written in <b><u>ENGLISH</u></b>.</p> <p>However, it is desirable that the consultant/bidder's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
6.1	Shortlisted Consultant/bidder may associate with other shortlisted Consultant/bidders: N/A
11.2	<p>The estimated number of professional staff-months required for the assignment is:</p> <p><b><u>250 (The Number may be increased or decreased as per requirement of PE and payment shall be made for deployed number of Staff)</u></b></p>
13.1	<p><b>The format of the Technical Proposal to be submitted is:</b></p> <p><b><u>Full Technical Proposal (FTP)</u></b></p>
13.2 (vii)	<p>Training is a specific component of this assignment:</p> <p><b><u>Yes. Training of staff shall be the responsibility of Successful bidder.</u></b></p>
14.1	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. Sample list is provided below for guidance: items that are not applicable Should be deleted; others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i></p> <p>Not Applicable</p>
15.1	Amounts payable by the PE to the Consultant/bidder under the contract to be subject to local taxation, stamp duty and service charges, if applicable

6.3	<p><i>Consultants to state local cost in the national currency (in case of ICB only):</i> Not Applicable</p>
16.2	<p>Consultant/bidder must submit the <b><u>ORIGINAL</u></b> Technical Proposal and Financial Proposal.</p>
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p><b>1. Introduction</b> Government of Khyber Pakhtunkhwa is undertaking a special initiative for Revamping of Primary Health Care Facilities and converting 200 BHUs and 50 RHCs into 24/7 facilities under ADP Schemes “Rehabilitation of All RHCs across KP and Conversion of 50 RHCs into 24/7 Facilities” (Scheme No. 437/200040) and “Strengthening of all BHUs across KP and Conversion of 200 BHUs into 24/7 SBA” (Scheme No. 438/200045)</p> <p>Provision of Non-Consulting Security services in these hospitals is of great importance for the safety of the general public and staff of these hospitals. Therefore, the Health Department intends to outsource the security services to well establish security services through outsourcing.</p> <p>The interested bidders are advised to carefully read and understand the RFP document and publish their proposals accordingly</p> <p><b>2. Scope of Work</b></p> <p><b>2.1 Required Services</b> The contractor shall provide one shift (Night) security Services from <b>8 PM- 8 AM</b> at the Basic Health Unit (BHUs) and Rural Health Centers (RHCs) identified across Khyber Pakhtunkhwa under the project “Project Management Unit (PMU) Primary Health Care Reforms Project Health Department Government of Khyber Pakhtunkhwa”. The number of staff required is as follows:</p>



Description	No. of facilities	No. of security guard/facility	Estimated security guards required
BHUs	200	1	200
RHCs	50	1	50
<b>Total</b>	<b>250</b>	<b>-</b>	<b>250</b>

*The above table shows the estimated employees required during the contract term, The PE reserves the right to increase or decrease no of staff as per its requirement. The actual number of employees required immediately will be shared by PE after the award of contract. At any time, during the contract term within upper limit the PE may require additional security guards.*

## **2.2 Required equipment per facility**

Sr.	Item	Required/ Facility
i	Semi-Automatic Riffle/Pistol (Licensed)	1
ii	Uniform (Shalwar Kameez (PMU Logo Embroidered), P-Cap/Wool Cap, Shoes/Chapli, Belt, Name plate, Gloves and Sweater or Jacket for winters only)	1
iii	Flashlight (High throw)	1
iv	Whistle	1
V	Baton stick	1
Vi	Magazine pouch jacket	1

## **3 Purpose of outsourcing**

The purpose of outsourcing security services for the Basic Health Units (BHUs) and Rural Health Centers (RHCs) during the night shift is to ensure the safety and security of healthcare staff, patients, medical equipment, and infrastructure. Given the absence of regular government

security personnel during night hours, engaging a professional security firm will help maintain a secure environment, deter unauthorized access, and support uninterrupted health service delivery in remote and vulnerable areas.

#### **4 Eligibility for Consultant/bidder for Selection of Security Guards**

- i. The Security guards provided should be between the age of 25 and 50 years
- ii. Security guard preferably should be retired individual from armed forces.
- iii. The security guard **MUST** belong to UC/Tehsil attached to the health facility
- iv. The security guards provided should be medically fit and **MUST** produce medical certificate to Consultant/bidder after being recruited
- v. The security guard **MUST** provide Security Clearance to consultant/bidder from concerned police station as per his address on CNIC (*In case of dual address on CNIC clearance from both addresses is required*)
- vi. Guards deployed should have at least education of Secondary Level

#### **5 Terms of Reference for Security Guards**

- i. Protecting the whole facility, property and staff by maintaining safe and secure environment
- ii. Conduct regular patrols to ensure the overall security of the health facility
- iii. Provide courteous and helpful assistance to patients, visitors and staff members
- iv. To report any unusual activities to nearest police station
- v. Harassment/Corruption in any manner or form shall not be tolerated. Individuals found in such acts could be terminated from service and PE will take legal action against the service provider and security guard concerned as per rules.

- vi. During duty hours, the security personnel will be directly answerable to the Hospital incharge /Representative of the PD (Project) or as assigned by the respective Health Facility

## **6. Terms of Reference for Consultant/Bidder**

### **6.1 Minimum Eligibility of Consultant/Bidder**

- i. Registered with Security & Exchange Commission of Pakistan (SECP) or copy of certificate of Incorporation or registration or equivalent
- ii. Registered with Ministry of Interior, Government of Pakistan or Home Department, Government of KP
- iii. Registered with FBR and KPRA.
- iv. Registration with EOBI, KP ESSI and KP Labor department
- v. Relevant Experience should be more than 3 years
- vi. NOC from Home Department, Khyber Pakhtunkhwa
- vii. An Applicant who is not barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority.

### **6.2 Terms of Reference for Consultant/Bidder**

- i. Consultant/Bidder will submit necessary documentary evidence for relevant experience
- ii. Consultant/Bidder will provide documentary evidence of its registration with regulatory authorities
- iii. Consultant/Bidders to provide documentary evidence of weapons
- iv. Consultants/Bidder will hire security guards as per PE request **within 15 working days** after the award of contract by PE
- v. The consultant/Bidder must ensure the salary is disbursed through banks/digital means. A copy of monthly payment schedule must be attached with monthly invoice duly signed by responsible person of Consultant/bidder.
- vi. Consultant bidder will submit following along with monthly invoice to PE:
  - a) Salary disbursement report (Duly signed by person responsible

	<p>of successful Consultant Bidder) <b>(As per Appendix-3)</b> and a copy of payment schedule</p> <p>b) Performance report of each employee duly signed by Incharge of health facility <b>(As per Appendix-4)</b></p> <p>c) Attendance report of each employee should be duly signed by Incharge of health facility <b>(As per Appendix-5)</b></p> <p>vii. Consultant/Bidder will be liable to maintain <b>personal files</b> of security guards and will keep following documents in personal file</p> <p>a) <i>Medical clearance from concerned Govt. Hospital duly signed by MS of the hospital</i></p> <p>b) <i>Police Clearance Certificate from concerned Police station of security guard as per his address on CNIC (In case of dual address on CNIC clearance from both addresses is required)</i></p> <p>c) <i>A Copy of Computerized National Identity Card (CNIC)</i></p> <p>d) <i>Employment letter along with picture</i></p> <p>e) <i>Employment contract agreement</i></p> <p>f) <i>Any amendments in employment contract agreement</i></p> <p>g) <i>Any other documents (including but limited to inquiries and complaints related to employee)</i></p> <p>viii. Consultant/Bidder shall be solely responsible to register security guards with all regularity bodies such as ESSI/EOBI. All payments to these bodies shall be sole responsibility of Consultant/Bidder. Consultant/Bidder will submit proof of employees registration with all regularity bodies (EOBI ESSI) after the award of contract and will share compliance report (to PE) of regulatory bodies quarterly.</p> <p>ix. The Service Provider shall have to provide Undertaking of Minimum Wage Rate as per KP Labor Department.</p> <p>x. The RFP duly signed and stamped by the applicant, shall be attached with the proposal.</p> <p>xi. The Bid Security Rs.1,000,000/ shall be submitted in the form of Financial Instrument i.e. CDR, in the favor of "Project Director, project Management Unit (PMU) Primary Health Care Reforms Project". The original instrument must be placed in the Financial</p>
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	<p>Proposal however a copy of the same shall be attached with Technical Proposal</p> <p>xii. The <b><u>contract will be initially for a period of 1 year</u></b> with initial 3 months as probation period, which may be extended for another period with mutual consent (in written), upon satisfactory performance.</p> <p>xiii. Availability/ arrangement of additional guards (if so required) will be ensured within 24 hours</p> <p>xiv. The procuring entity (PE) i.e., <u>Project Management Unit Primary Health Care Reforms Project Health Department Government Of Khyber Pakhtunkhwa</u>” reserves the rights to disqualify a consultant/bidder/agency if it finds, at any time, that the information provided/submitted were false and materially inaccurate.</p> <p>xv. In case the offer is withdrawn, amended or revised during the validity period of the offer, the earnest money is liable to be forfeited.</p> <p>xvi. The participating consultant/bidder will have to submit an affidavit to the effect that they have carefully read all terms and conditions of the tender documents and they accept them as well.</p> <p>xvii. The successful Bidder/company/consultant/bidder shall have full authority to independently hire, train and deploy security guards.</p> <p>xviii. The consultant/bidder shall also appoint a senior person within its organization for coordination with the concerned-person identified by the PE to address day to day problems and emergent situations.</p> <p>xix. The management/representative of the consultant/bidder shall visit all the designated Premises on quarterly-basis in order to monitor the performance of Guards as well as the operational capacity of the weapons</p> <p>xx. At any time, prior to the deadline for submission of proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant,</p>
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	<p>may modify the Request for Proposal by amendment. Such amendment/response shall be uploaded on departmental websites, and shall be binding on them.</p> <p>xxi. The Procuring Agency, at its discretion or through request by the service provider, may extend the deadline for the submission of proposals. Amendment notice to that effect shall be communicated in the same manner as the original invitation to Request for Proposal.</p> <p>xxii. The Applicant(s) are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Applicant's risk and may result in rejection of the proposal.</p> <p>xxiii. The PE reserves the rights to add or drop one or more health facilities from any package before or during the contract term</p> <p>xiv. The procuring entity shall have right to terminate this Agreement upon giving one month written notice to the other Party and without assigning any reason thereof. In the event of termination, the Parties agree to promptly settle any outstanding billings and payments due under this Agreement.</p> <p><b>7. Bidding and Selection Method</b></p> <p><i>7.1 Bidding Method</i></p> <p>According to KPPRA Rule 2014, <b><u>Single Stage Two Envelopes</u></b> Bidding Procedure shall be adopted</p> <p><i>7.2 Selection Method</i></p> <p><u>Least-Cost Selection (LCS)</u> where the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Most Advantageous Proposal. The Edition of the Guidelines is as per KPPRA Regime. <u>KPPRA Act 2012 &amp; KPPRA Rules 2014 etc.</u></p> <p><b>8. Terms of Payment</b></p> <p>i. PE will release <b>Payments Per/head</b> as per the per head cost agreed in the contract and it will be released <b>monthly</b> according</p>
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	<p>to the number of employees posted. Incase an employee is hired during the month payment for that employee will be released as per per/day i.e <b>(Per-head monthly cost/30 x No of days)</b>.</p> <p>ii. The PE will release payments subject to conditionalities defined in <b>“Sub Section v and vi of Section 6.2”</b> of this Datasheet by <b>5<sup>th</sup> of every month</b> and on <b>Prior approval of the Project Director</b> Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa.</p> <p>iii. Consultant/Bidder must pay salaries to security guards by 5<sup>th</sup> of every month irrespective of the fact that PE has paid their monthly invoice.</p> <p>iv. The PE reserves the right to impose penalties on Consultant/Bidder as per the schedule defined in <b>Section 9</b> of this Data Sheet. The penalties will be deducted from invoice submitted by the consultant/Bidder.</p> <p><b>9. Monitoring and Evaluation</b></p> <p>i. The PE will monitor the performance of the contractor/bidder and it reserves the right to impose penalties on contractor/bidder as per the schedule defined below:</p> <p><b>Schedule of charges for penalties:</b></p> <table border="1"> <thead> <tr> <th rowspan="2">Sr.</th><th rowspan="2">Violation</th><th colspan="3">No of times (PKR)</th></tr> <tr> <th>1 x</th><th>2 x</th><th>3 x</th></tr> </thead> <tbody> <tr> <td>1</td><td>Guard absence from duty (per guard/day)</td><td>Warning</td><td>1,330</td><td>Replacement +6,650 Penalty</td></tr> <tr> <td>2</td><td>Guard not in proper uniform (per guard/day)</td><td>Warning</td><td>650</td><td>Replacement+ 3,250 Penalty</td></tr> </tbody> </table>				Sr.	Violation	No of times (PKR)			1 x	2 x	3 x	1	Guard absence from duty (per guard/day)	Warning	1,330	Replacement +6,650 Penalty	2	Guard not in proper uniform (per guard/day)	Warning	650	Replacement+ 3,250 Penalty
Sr.	Violation	No of times (PKR)																				
		1 x	2 x	3 x																		
1	Guard absence from duty (per guard/day)	Warning	1,330	Replacement +6,650 Penalty																		
2	Guard not in proper uniform (per guard/day)	Warning	650	Replacement+ 3,250 Penalty																		

	3	Theft from labor room during guard duty hours	As per invoice amount/market rate of theft item & replacement of guard involved (after detailed inquiry)		
	4	Guard involved in Harassing any female employee (To be declared by ombudsperson for harassment of women at workplace/Project Harassment Committee)	Termination, legal action against the employee as per law by ombudsperson and replacement of guard		
	5	Misbehavior with facility staff or patients	Warning	2,000	Replacement+5,000 Penalty
	6	Unavailability/Non-functionality of Arms	Warning	20,000	50,000
	7	Guard found sleeping during duty hours	Warning	2,000	Termination + 5,000 Penalty
	8	Terminated Guard not replaced in 24 hours	Warning	30,000	50,000
	9	Any other misconduct either by guard or consultant/	To be decided by PE on case-to-case basis		



		bidder	

### **Section- 3 Technical Proposal- Standard Forms**

## Technical Proposal

The following evaluation factors/criteria will be employed to evaluate the technical proposals:

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Weightage</b>
1	Age of company	10
2	Specific experience of the Firm	40
3	Financial capability/strength	30
4	Certifications	5
5	Methodology	5
6	No of Employees Registered with EOBI	10
<b>Total</b>		<b>100</b>
<b>Minimum marks required</b>		<b>70</b>

### 1. Age of company-10% weightage

<b>EVALUATION CRITERIA FOR AGE</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Marks</b>
1	Firm operating more than 7 years	10
2	Firm operating more than 5 years	5
3	Firm operating more than 3 years	3
4	Firm operating less than 3 years	0
<b>Maximum Marks</b>		<b>10</b>

### 2. Experience - 40% weightage

<b>EVALUATION CRITERIA FOR AGE</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Marks</b>
1	Experience in public sector (One Project 6 Marks)	30
2	Experience in private sector (One Project 2 Marks)	10
<b>Maximum Marks</b>		<b>40</b>

2.1 Maximum of 5 projects need to be submitted for public as well as private sector with each project worth 6 marks and 2 marks respectively.

2.2 Each public sector project's value worth more than 10 Mn per month shall be given maximum 6 marks, projects worth between 05-10 Mn shall be given 4 marks and project's worth 03 to 05 Mn shall be given 2 marks. Verifiable from contract agreement along with submission of satisfactory performance certificate is compulsory for consideration of the contract. However, each private sector project's value worth more than 01 Mn per month shall be given maximum 2 marks, projects worth 0.5-01 Mn shall be given 1 mark and less than 0.5 Mn will be given 0.

2.3 The applicant shall have to provide / Purchase Orders/ Contract / Completion Certificate / Payment Record or any other document to prove the existence of projects as per procurement's committee's discretion

### 3. Financial capability/Strength – 30% weightage

Sr. No.	PARAMETER	MAXIMUM SCORE
a	<b>Cumulative Annual Turnover in last 03 Years. (Duly supported by FBR return, Bank statements and Audited Financial statements)</b>	<b>20</b>
	Cumulative Annual Financial turnover for last 03 years greater than 500 Mn	
	20 Marks	
	Cumulative Annual Financial turnover for last 03 years between 350-500 Mn	
	15 Marks	
	Cumulative Annual Financial turnover for last 03 years between 250-350 Mn	10 Marks
	Cumulative Annual Financial turnover for last 03 years between 150-250 Mn	
	5 Marks	
	<i>The bidders (s) shall provide Income/ sale Tax Returns documents for Financial Years - 2021-22, 2022-23 &amp; 2023-24 to substantiate its claim (only FBR statement will be acceptable).</i>	
b	<b>Working Capital</b>	<b>10</b>
	Working capital for the last 3 years greater than 100Mn	
	10 Marks	
	Working capital for the last 3 years between 50-100Mn	
	7 Marks	
	Working capital for the last financial between 30-50Mn	5 Marks
	<i>The bidders shall provide audited balance sheet by a QCR rated firm for Financial Years - 2021-22, 2022-23 &amp; 2023-24 to subordinate its claim. The Working capital will be calculated for each year as per working capital formula i.e. Working capital= Current assets-Current liabilities</i>	

### 4. Certifications - 5% weightage

5 Marks will be given to firms for possession of Quality Management certificates e.g. ISO 9001 etc from PNAC (Pakistan National Accreditation Council) or its Certification Bodies.

## 5. Methodology - 5% weightage

The Applicant shall explain his plan for performing the Security Services as per the terms of the references and overall scope of this document. 5 marks will be allocated to firms at the discretion of the procurement committee on the proposed methodology of the services to be provided by the firm. This component has been created to rationalize the modus operandi of bidding firm. The presentation will be included/embedded in the technical bid.

## 6. No of Employees Registered with EOBI:

Sr. No	No of Employees	Marks	Max Score
1	Greater than 1,500	10	10
2	750-1,500	5	
3	Less than 750	3	

The consultant/bidder will be liable for submitting relevant proof along with technical proposals.

**\*\* The sequence of Prequalification Application must be as per *below mentioned table*.**

Mandatory Requirements		Attached at
1	An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.	Flag-A
2	The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN), General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).	Flag-B
3	An Applicant who is barred/ blacklisted or disqualified or whose Service has been found unsatisfactory either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. The Applicant will submit an undertaking in this regard.	Flag-C
4	The Service Provider shall have to provide Undertaking of Minimum Wage Rate	Flag-D

6		The Applicant shall have a valid registration with EOBI / ESSI/ Labor department to ensure that the staff employed adheres to the guidelines/ founding principles laid to perform as per laws in vogue with rest to labor laws.	Flag-E
7		The copy of the Request for Proposal duly signed and stamped by the Applicant shall be attached with the Technical Proposals.	Flag-F
<b>TECHNICAL EVALUATION CRITERIA</b>			
<b>Age of Company</b>			
1	a.	Proof of age of the company	Flag-G
<b>General Experience and Past Performance of the Firm</b>			
2	a.	Projects	Flag-H
<b>Financial Capability/Strength</b>			
3	a.	Cumulative Annual Turnover in last 03 Years.	Flag-I
	b.	Working Capital	Flag-J
<b>Certifications</b>			
4	a.	Proof of relevant certifications	Flag-K
<b>Methodology</b>			
5	a.	Plan for providing security service as per Data Sheet of this document	Flag-L

The Applicant/Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the Applicant shall be declared as **Nonresponsive** and shall not be considered for further evaluation for marking parameters.

Eligibility of the Applicant as per ITA Clause 1(a-c) as listed below.

- An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
- The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
- An Applicant who is barred/ blacklisted or disqualified or **whose Service has been found unsatisfactory** either by any Government/ Department / Agency

/ Authority would not be eligible to submit the Proposal. **The Applicant will submit an undertaking in this regard.**

- d. The Service Provider shall have to provide Undertaking of prevailing Minimum Wage Rate as per KP Labor Department.

**THE FINANCIAL PROPOSAL OF ONLY THOSE FIRMS WILL BE EVALUATED  
ACHIEVING A MINIMUM SCORE OF 70 IN TECHNICAL COMPONENT**

## Technical Proposal Submission Form

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

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.<sup>1 2</sup>

We are submitting our Proposal in association with: **[Insert a list with full name and address of each associated Consultant]**

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: \_\_\_\_\_

1. [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2. [Delete in case no association is foreseen.]



## **Section-4 Financial Proposal-Standard Forms**

## Financial Proposal

1. An applicant must submit the required technical proposal letter along with all required document to be considered for financial proposal opening. The applicant must score at least 70 in technical proposal to be considered for opening financial proposal.
2. The procuring agency, shall at a time within the proposal validity period, will publicly open the Financial proposals of the technically responsive Applicant(s), on a time, date and venue announced and communicated to the Applicant(s) in advance in the presence of the Applicant(s) or their representatives. The financial proposals of the technically nonresponsive Applicant(s) shall be returned un-opened to the respective Applicant(s).
3. The consultant/bidder will be selected in accordance with the selection Based on **Least-Cost Selection (LCS)** method where the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Most Advantageous Proposal. The Edition of the Guidelines is as per KPPRA Regime, KPPRA Act 2012 & KPPRA Rules 2014 etc.
4. The Procuring Agency may reject all proposals as per rule 47 of KPPRA Rule 2014 at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to the Applicant who participated in the process seeking the reasons for its proposal's rejection but is not required to justify those grounds. Notice of rejection of all proposals shall be given promptly to the concerned Applicant(s) that submitted proposals.
5. The Applicant shall submit the Financial Proposal as per Financial Forms.
6. Price Schedule is to be filled in very carefully, and should be typed. Any alteration / correction must be initialed.
7. Every page is to be signed and stamped at the bottom. The Applicant is required to offer competitive price. All prices must include all relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

8. While tendering the proposal, the present trend / inflation in the rate of services and goods in the market should be kept in mind by the Applicant. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the proposal has been submitted.
9. Conditional discounts shall not be considered in evaluation
10. The **Bid Security** shall be submitted in the form of Financial Instrument i.e. CDR, in the Favor of **Project Director, Project Management Unit (PMU) Primary Health Care Reforms Project**. The original instrument must be placed in the Financial Proposal however a copy of the same shall be attached with Technical Proposal.
11. Financial proposals of only the technically qualified / responsive Applicant(s) will be opened in accordance with the procedure laid down in KPPRA Rules 2014.

#### **Bid Security**

1. The bid security shall be kept sealed in the financial proposal. In case of single stage two envelopes, the bidder shall in addition, place an affidavit in the technical proposal stating that a bid security amounting to (Rs. 1,000,000) without indicating the figure in the letter, has been placed in the financial proposal or bid. Otherwise the technical proposal will be considered non-responsive and will be returned to the bidder after being examined by the procurement committee.
2. The Bid Security (**Rs.1,000,000/-**) shall be submitted in the form of Financial Instrument i.e. CDR, in the favor of “Project Director, project Management Unit (PMU) Primary Health Care Reforms Project”. The original instrument must be placed in the Financial Proposal however a copy of the same shall be attached with Technical Proposal.
3. The bid security will be returned to unsuccessful bidders after signing of the contract with the successful bidder.
4. The bid security as specified in (2), of the successful bidder, shall not be returned. The successful bidder shall be required to deposit ten percent (10%), of the cost of the contract in the shape of an irrevocable bank guarantee.
5. In case the lowest price bidder fails to sign the disposal contract, the procuring entity shall forfeit the bid security and may offer the next highest bidder for award of contract and so on, unless the quoted price is above reserved price.

6. Any other matter not mentioned in this document related to Bid Security shall be dealt as per KPPRA Rules 2014.

**Performance Guarantee**

The successful Applicant shall furnish a Performance Guarantee in the form of a Bank Guarantee from a scheduled bank operating in Pakistan of the amount equivalent to **10%** of the total annual amount, however at all instances payments will be made as per actual work carried out at the respective station and at no instance trivial references will be entertained that the contractor is liable to be paid with respect to the costs determined just for the sake of financial comparison, with validity of 18 months from the date of signing of the contract. The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

## Financial Proposal Form - Fin-1

[Location, Date]

To: [Project Director, Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa]

Dear Sirs:

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 Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>4 5</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, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:  
Name and Address of Agents Amount and Currency Purpose of Commission or Gratuity

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' \_\_\_\_\_

<sup>4</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

<sup>5</sup> If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

**Financial Proposal Form - Fin-2**

**BREAK DOWN OF MONTHLY COST PER SECURITY GUARD/HEALTH  
FACILITY**

<b>S. No</b>	<b>Description of Service</b>	<b>One person per facility (250 total)</b>	<b>Total Rate (PKR) per worker per month inclusive of all applicable taxes / insurance / contributions/mgt cost etc.</b>	<b>Total Cost</b>
	Security Guard	<b>A</b>	<b>B</b>	<b>A*B= total Cost</b>
	Security Guard	<b>250</b>		

Name:

Designation:

Signature:

Stamp:

## **General Conditions of Contract**

## **General Conditions of Contract**

### **I. General Provisions**

#### **1.1 Definitions**

#### **1.1 Definitions**

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

- a. "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Rules, 2014.
- b. "Procuring Entity PE" means the implementing department which signs the contract
- c. "Consultant/bidder" 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 organizations, legal advisors, engineering consultant, construction managers, management consultant/bidders, 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 Consultant/bidder, as the case may be, and "Parties" means both of them.
- m. "Personnel" means persons hired by the Consultant/bidder or by any Sub- Consultant/bidders 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 Consultant/bidder pursuant to this Contract, as described in the Terms of References.
- p. "Sub-Consultant/bidders" means any person or entity to whom/which the Consultant/bidder 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 Consultant/bidder consists of a joint venture/ consortium/ association of more than one individual consultant/bidders, the Members hereby authorize the individual consultant/bidders or specified in the SC to act on their behalf in exercising all the Consultant/bidder'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 Consultant/bidder may be taken or executed by the officials specified in the SC.

#### **1.8 Taxes and Duties**

The Consultant/bidder, Sub-Consultant/bidders, 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.

- A. If the PE determines that the Consultant/bidder and/or its Personnel, sub-contractors, sub-consultant/bidders, 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 Consultant/bidder, terminate the Consultant/bidder's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any personnel of the Consultant/bidder 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.

#### **Integrity Pact**

- B. If the Consultant/bidder or any of his Sub-consultant/bidders, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant/bidder to this Form of Contract, then the Client shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub- Clause, the Consultant/bidder 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 Sub-Para (a) and (c).

## **II. Commencement, Completion, Modification And Termination Of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both 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 Consultant/bidder 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**

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.

#### **2.5.2 No Breach of Contract**

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.

#### **2.5.3 Extension of Time**

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.

#### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of

Force Majeure, the Consultant/bidder 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**

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

### **2.6.1 By the 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 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant/bidder, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Consultant/bidder 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 Consultant/bidder becomes insolvent or bankrupt.
- c. If the Consultant/bidder, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Consultant/bidder(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultant/bidder fails to comply with any final decision
- g. proceedings pursuant to Clause GC 8 hereof. reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

### **2.6.2 By the Consultant/Bidder**

The Consultant/bidder 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 Consultant/bidder pursuant to this Contract without consultant/bidder's fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant/bidder that such payment is overdue.
- c. If, as the result of Force Majeure, the Consultant/bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the PE fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.6.3 Payment upon 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 Consultant/bidder:

- 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 (c), 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 dependents.

### **III. Obligations Of The Consultant/Bidder**

#### **3.1 General**

The Consultant/bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy

##### **3.1.1 Standard of Performance**

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 Consultant/bidder 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 PA's legitimate interests in any dealings with Sub-Consultant/bidders or third Parties.

#### **3.2 Conflict of Interests**

The Consultant/bidder 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.

##### **3.2.1 Consultant/Bidder not to Benefit from Commissions, Discounts, etc.**

The payment of the Consultant/bidder pursuant to Clause GC 6 shall constitute the Consultant/bidder's only payment in connection with this Contract or the Services, and the Consultant/bidder 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 Consultant/bidder shall use their best efforts to ensure that the Personnel, any Sub-Consultant/bidders, and agents of either of them similarly shall not receive any such additional payment.

##### **3.2.2 Consultant/bidder and Affiliates not to be Otherwise Interested in Project**

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

### **3.2.3 Prohibition of Conflicting Activities**

The Consultant/bidder shall not engage, and shall cause their Personnel as well as their Sub-Consultant/bidders 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.

### **3.3 Confidentiality**

Except with the prior written consent of the PE, the Consultant/bidder 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 Consultant/bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.4 Insurance to be Taken Out by the Consultant/bidder**

The Consultant/bidder (a) shall take out and maintain, and shall cause any Sub-Consultant/bidders to take out and maintain, at their (or the Sub-Consultant/bidders', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultant/bidder's Actions Requiring PE's Prior Approval**

The Consultant/bidder 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 by name in Appendix C, and
- c. any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

- a. The Consultant/bidder shall submit to the PE the reports and documents specified in (Section 5: Terms of Reference) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.



- b. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **3.7 Documents Prepared by the Consultant/bidder to be the Property of the PA**

- a. All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant/bidder under this Contract shall become and remain the property of the PE, and the Consultant/bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
- b. The Consultant/bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC

### **3.8 Accounting, Inspection and Auditing**

3.8.1 The Consultant/bidder shall keep, and shall cause its Sub-consultant/bidders to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant/bidder shall permit, and shall cause its Sub-consultant/bidders to permit, the PE and/or persons appointed by the PE to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant/bidder's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

#### **Iv. Consultant/Bidder's Personnel**

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

The Consultant/bidder shall employ and provide such qualified and experienced Personnel and Sub-Consultant/bidders as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant/bidder's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultant/bidders listed by title as well as by name in Appendix C are hereby approved by the PE.

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

- 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 Consultant/bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant/bidder shall provide as a replacement a person of equivalent or better qualifications.
- 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 Consultant/bidder 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 Consultant/bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **V. Obligations Of The PE**

### **5.1 Assistance and Exemptions**

The PE shall use its best efforts to ensure that the Government shall provide the Consultant/bidder such assistance and exemptions as specified in the SC.

### **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 which increases or decreases the cost incurred by the Consultant/bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The PE shall make available free of charge to the Consultant/bidder the Services and Facilities listed under Appendix F.

## **VI. Payments To The Consultant/Bidder**

### **6.1 Lump-Sum Payment**

The total payment due to the Consultant/bidder 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 Section 5: Terms of Reference. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

### **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 is provided in Appendices D and E.

## **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant/bidder and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant/bidder of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant/bidder has submitted an invoice to the PE specifying the amount due.

## **VII. 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.

## **VIII. Settlement 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.

## **Special Condition of the Contract**

### Special Conditions of the Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Khyber Pakhtunkhwa Public Procurement Rules, 2014.
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Procuring Entity: Project Management Unit PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa</p> <p>Attention: Project Director, Project Management Unit PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa</p> <p>Facsimile: _____ E-mail: _____ Consultant/bidder: _____</p> <p>Attention: _____ Facsimile: _____ E-mail: _____</p>
1.6	<p>{The Member in Charge is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the PA: _____ For the Consultant/bidder: _____</p>

1.8

***The Consultant/bidder is responsible for all relevant taxes including stamp duty and service charges under the assignment.***

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the SubConsultants and the Personnel, or shall reimburse the Consultant, the SubConsultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the SubConsultants and the Personnel in respect of:

(a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country

(e) Provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or

(ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the government's country  
Government's country.

2.2	The date for the commencement of Services is _____
2.3	The time period shall be <b><u>12 months</u></b> on a quarterly-review basis
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(c) Professional liability insurance, with a minimum coverage of <b><u>[PKR 5 Million]</u></b></p>
5.1	Not Application
6.1	Performance security shall not exceed 10% of contract amount
6.3	The amount in Pak Rupees or in foreign Currency <i>[insert amount]</i> .
6.5	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>[insert account]</i></p> <p>for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>i. PE will release Payments Per/head as per the per head cost agreed in the contract and it will be released monthly according to the number of employees posted. Incase an employee is hired during the month payment for that employee will be released as per per/day i.e (Per-head monthly cost/30 x No of days).</p> <p>ii. The PE will release payments subject to conditionalities defined in “Sub Section v and vi of Section 6.2” of this Datasheet by 5th of every month and on Prior approval of the Project Director Project Management Unit (PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa.</p> <p>iii. The PE reserves the right to impose penalties on Consultant/Bidder as per the schedule defined in Section 9 of this Data Sheet. The penalties will be deducted from invoice submitted by the consultant/Bidder.</p>
8.2	Disputes shall be settled by complaint redressal committee define in KPPR 2014 or through arbitration Act of 1940.



## 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 agency thereof or any other entity owned or controlled by Go 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, consultant/bidder, 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 times 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: .....  
[Seal]

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

## **Contract**

THIS CONTRACT ("Contract") is entered into this [\_\_\_\_], by and between [Project Management Unit PMU), Primary Health Care Reforms Project, Health Department, Government of Khyber Pakhtunkhwa H #7 National Bank Officers Colony Warsak Rd, Peshawar] ("the PE") having its principal place of business at [Peshawar], and [insert Consultant/bidder's name] ("the Consultant/bidder") having its principal office located at [insert Consultant/bidder's address].

WHEREAS, the PE wishes to have the consultant/bidder performing the services hereinafter referred to, and

WHEREAS, the consultant/bidder is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

### **1. Services**

- (i) The Consultant/bidder shall perform the services specified in Section 5: Annex-A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant/bidder shall provide the services with regular review as defined in the reports listed in Section 5: Annex-A, "Terms of Reference and Scope of Services," within the time periods as listed in the agreement and as per Annex C, "Cost Estimates" to perform the Services.

### **2. Term**

The Consultant/bidder shall perform the Services during the period commencing [insert July, 2021] and continuing through [insert June, 2022] or any other period as may be subsequently agreed by the parties in writing.

### **3. Payment**

#### **A. Ceiling**

For Services rendered pursuant to Annex A, the PE shall pay the Consultant/bidder an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant/bidder's costs and profits

as well as any tax obligation that may be imposed on the Consultant/bidder.

### **C. Payment Conditions**

Payment shall be made in [PKR], no later than 30 days following submission by the Consultant/bidder of invoices in duplicate to the coordinator designated in paragraph

## **4. Economic Price Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:

$$RI = R_{lo} \times I_{lo}$$

where RI is the adjusted remuneration,  $R_{lo}$  is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration,  $I$  is the official rate of inflation for the first month for which the adjustment is to have effect and,  $I_{lo}$  is the official rate of inflation for the month of the date of the Contract."]

## **5. Project Administration**

### **A. Coordinator**

The PE designates Mr./Ms. [insert name] as PE's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PE.

### **B. Timesheets**

During the course of their work under this Contract the Consultant/bidder's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator.

### C. Records and Accounts

The Consultant/bidder shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting consultant/bidder to audit, the Consultant/bidder's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

## **6. Performance Standard**

The Consultant/bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant/bidder shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

## **7. Confidentiality**

The Consultant/bidders shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.

## **8. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant/bidder for the PE under the Contract shall belong to and remain the property of the PE. The Consultant/bidder may retain a copy of such documents and software.

## **9. Consultant/bidder Not to be Engaged in Certain Activities**

The Consultant/bidder agrees that, during the term of this Contract and after its termination, the Consultant/bidders and any entity affiliated with the Consultant/bidder, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

## **10. Insurance**

The Consultant/bidder will be responsible for taking out any appropriate insurance coverage for their personnel and equipment's.

## **11. Assignment**

The Consultant/bidder shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.

## **12. Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

## **13. Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PE

FOR THE CONSULTANT/BIDDER

Signed by

Signed by

Title:

Title:

## **Appendixes**

## **Appendix-1- Undertaking of Minimum Wage Rate**

**Dated** \_\_\_\_\_

To

Project Director,  
Project Management Unit,  
Primary Health Care Reforms Project  
Health Department Govt. Of Khyber Pakhtunkhwa  
Warsak road Peshawar

### **SUBJECT: Undertaking for Minimum Wages to Staff / Labour**

Respected Sir,

It is undertaken that M/S \_\_\_\_\_ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named “\_\_\_\_\_”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Khyber Pakhtunkhwa applicable for the period of Contract.
  2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
  3. All labor laws including Social Security and EOBI etc are applicable in the Contract and will remain the responsibility of the Service Provider.
  4. Our firm NTN Number is \_\_\_\_\_ and it was established in \_\_\_\_\_
- Note: All tender terms and conditions are accepted as laid down in the tender inquiry

Regards

Mr. \_\_\_\_\_

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

**Note: This will be printed on stamp paper worth Rs. 100.**



## Appendix-2- Performance Guarantee Format

To:

Project Director,  
Project Management Unit,  
Primary Health Care Reforms Project  
Health Department Govt. Of Khyber Pakhtunkhwa  
Warsak road Peshawar

PERFORMANCE GUARANTEE NO. .... (the Guarantee)

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

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

The above premised, We (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to \*\*Name\*\*, without any notice, reference or recourse to the Service Provider or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: PKR \_\_\_\_\_

(The Guaranteed Amount)

Insert name of Issuing Bank;

at sight and immediately, however not later than within five (5) business days from the date of receipt of the \*\* Name\*\* first written demand (the Demand) at the Issuing Bank's offices located at [●], such Demand shall state that the Service Provider is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honored by us, if it is made by and bears the signature of the representative of \*\* Name\*\*.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the signing of the contract between \*\* Name\*\* and Service Provider.

After having come into force, this Guarantee and our obligations hereunder will expire on [Insert date and time] (the Guarantee Expiry Hard Date) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honour that Demand.

Upon expiry, this Guarantee shall be returned to the Service Provider without undue delay. Multiple Demands may be made by \*\* Name\*\* under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between \*\* Name\*\* and the Service Provider without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this

Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

\*\* Name\*\* may not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the applicable laws and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

\*\*Signed by authorized signatory\*\*

### Appendix-3 – Salary Disbursement Report

<b>Salary Disbursement Report</b> <b>Month of _____ 202x</b> (As per Minimum Wage Rate)									
Sr.	Name of Security Guard	Father Name	District	Health Facility	Bank Name	Branch Code	Bank Account Number	Salary Disbursed (Yes/No)	Total Salary Disbursed (PKR)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									

Name:  
 Designation:  
 Signature:  
 Stamp:

\*Mandatory requirement for processing of monthly invoice. It must be submitted every month along with monthly invoice.

## Appendix-4 – Performance Report

Facility Name: \_\_\_\_\_  
Facility In-Charge: \_\_\_\_\_  
Report Period: From \_\_\_\_\_ To \_\_\_\_\_  
Date of Submission: \_\_\_\_\_

### Security Guard Details:

Name: \_\_\_\_\_

Father Name: \_\_\_\_\_

### Performance Assessment:

Punctuality and Attendance:

Maintains facility security effectively: [Yes/No]

Total Days assigned: \_\_\_\_\_

Total Days attended: \_\_\_\_\_

### Professional Conduct:

Courteous and respectful behavior: [Yes/No]

Instances of complaints (if any): \_\_\_\_\_

### Adherence to Uniform

Proper uniform worn during shifts: [Yes/No]

*[Tick the following]*

Shalwar Kameez

Name Plates

Black Shoes

Sweater/Jacket

Belt

Magazine Pouch

### Maintenance of Equipment:

Semi-automatic riffle is available [Yes/No]

Banton is available: [Yes/No]

### Overall Remarks:

---

### Overall performance rating:

( ) Excellent

( ) Satisfactory

( ) Good

( ) Needs Improvement

### Authorized Signatures

In-Charge Name & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix-5 – Attendance Report

Sr.#	Name	CNIC	Designation	Shift / Deployed Place	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
1																																

Total Working Days

Total Days Present

Total Days Absent

Remarks:

Authorized Signatures  
In-Charge Name & Stamp: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact No: \_\_\_\_\_