

REQUEST FOR PROPOSALS

DOCUMENT

**SELECTION OF NON-CONSULTING
SERVICES**



Outsourcing of Security Services

Primary Revamp Project, 24/7 BHUs & RHCs

Health Department

Government of Khyber Pakhtunkhwa

Nov, 2021

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 of Invitation

Section 1- Letter of Invitation

Letter of Invitation

*insert: Invitation/File No ;
[insert: Location and Date]*

[insert: Name and Address of Consultant/Bidder]

Dear Mr./Ms.:

1. The *[PMU, Primary Revamp Project, 24/7 RHCs & BHUs, 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 *[insert address]*, 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/Bidders

Instructions to Consultant/Bidder

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 annual 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. 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

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.

Conflicting Relationships

- 3.2 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
 - (iii) 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

61 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.

62 Short listed consultant/bidders emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultant/bidders

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

91 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.

92 Consultant/bidders shall submit required bid security along with

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

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

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 unopened.

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 (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The 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/bidder 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 consultant/bidder their availability, the Consultant/bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant/bidder 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 data 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.

Data Sheet

1.1	<p>Name of the Assignment is: <u>Hiring of Security Services for 24/7 RHCs and BHUs, Health Department, Government of Khyber Pakhtunkhwa.</u></p> <p>The Name of the PE’s official (s): Project Director, PMU, Primary Revamp Project 24/7 BHUs and RHCs , DGHS KP, Warsak Road Peshawar Telephone: 091-9212088 E-mail: primaryhealthkp@gmail.com</p>
1.2	<p>The method of selection is: <u>Least-Cost Selection (LCS)</u></p> <p>The Edition of the Guidelines is: <u>KPPRA Rules 2014</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes ____</p>
1.4	<p>The PE will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> i. Be responsible for the financial obligations under the contract. ii. Disburse any payment to the consultant/bidder, on the provision of required services. iii. Provide to the consultant/bidder any such other assistance as may be specified against services to be provided by them under the contract. 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. 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. <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>The Proposal submission address is: Project Director, Project Director, PMU, Primary Revamp Project 24/7 BHUs and RHCs, DGHS KP, Warsak Road Peshawar. Proposals must be submitted not later than the following date and time: Date: <u>9th December, 2021</u> Time: <u>11:00 AM PST</u></p>

Section 2. Information to Consultant/Bidders

1.6	Expected date for commencement of consulting services <u>Immediate on completion of the award of contract.</u> at: <i>PMU, Primary Revamp Project 24/7 BHUs and RHCs</i>
5.1	Consultant/bidder undertake to sign Integrity Pact for the procurement that are estimated to exceed Pak Rs.2.5 million.
6.1	Shortlisted Consultant/bidder may associate with other shortlisted Consultant/bidders: N/A___
9.1	Proposals validity that <u>shall not be more than 90 days for National Competitive Bidding (NCB)</u>
10.1	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: <u>Project Director, PMIU, Primary and Secondary Healthcare Department,</u> <u>GoKP, HRD Building, Khyber Road, Peshawar.</u> Tel: _____ E-mail: _____
12	The Proposal as well as all related correspondence exchanged by the Consultant/bidder and the Procuring Entity shall be written in <u>English</u> . 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.
13.1	The format of the Technical Proposal to be submitted is: <u>Full Technical Proposal (FTP)</u>
13.2 (vii)	Training is a specific component of this assignment: No
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
16.2	Consultant/bidder must submit the <u>original</u> Technical Proposal and Financial Proposal.

18.1	<p>A. <u>Mandatory Qualification requirements:</u></p> <p>➤ Registration with Regulatory Authorities</p> <p>The Bidder (in case of a Consortium, all of the Members) must possess valid registration certificate, in accordance with Applicable Laws, from income tax authority (i.e. the NTN certificate) and KPK Revenue Authority (KPRI), if applicable. Each Bidder and its Members (in case of Consortium) shall be an active filer of income tax and sales tax.</p> <p>In case of a Bidder who is a Consortium, all members of the Consortium must meet the criterion.</p> <p>In case if the Bidder or any member of the Consortium is exempt from payment of income tax, then a valid supporting document (i.e. NTN exemption certificate) should be submitted along with the bid.</p> <p>The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.(Valid NTN certificate and tax returns filed for last three years to be attached and KPRI certificate, if applicable)</p> <p>(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate/ Pakistan High Commission of their country).</p> <p>➤ Affidavit for government owned legal entities</p> <p>In case if the Bidder or a Member of a Consortium is a government owned legal enterprise or institution, such Bidder or Member must establish that it is legally and financially autonomous and operating under commercial law.</p> <p>(Bidders who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law);</p> <p>Relevant Form: ANNEXURE D (Form ____Affidavit)</p> <p>➤ Non- blacklisting</p> <p>The Bidder shall not be blacklisted.</p> <p>“Blacklisting” means barring a Bidder from participating in any future procurement proceedings by the Authority or any governmental entity</p> <p>Bidders or in case of a consortium, all Members of the Consortium) shall submit an Affidavit for non-blacklisting</p> <p>Relevant Form: ANNEXURE D (FORM _____ AFFIDAVIT)</p> <p>➤ Litigation History</p> <p>All pending litigation against the Bidder shall in total not represent more than fifty (50) % of the Bidder’s net worth and shall be resolved against the Bidder.</p> <p>(The Bidders (in case of Consortium, all members of the Consortium) shall provide details of the litigation or the Bidder (in case of Consortium, all Members of the Consortium) shall submit an Affidavit in case of no litigation on Rs. 100 Stamp paper attested by Notary Public.</p> <p>Foreign Bidders’ Affidavit should be attested by Pakistani Consulate/ Pakistan</p>
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	<p>High Commission of their country) Relevant Form: ANNEXURE D (FORM _____ AFFIDAVIT)</p> <p>➤ History of Non-Performing Contracts</p> <p>Any non-performance of a contract by a Bidder should not occur in a period of 5 years prior to Proposal Deadline based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.</p> <p>(The Bidders (in case of Consortium, all Members of the Consortium) shall provide details of such non-performance of contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)</p> <p>The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.</p> <p>Relevant Form: ANNEXURE D (FORM _____ AFFIDAVIT)</p> <p>➤ Failure to Sign Contracts</p> <p>The Bidder shall not have failed to sign a contract in the last 5 years. (The Bidders (in case of Consortium, all Members of the Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country) Relevant Form: ANNEXURE D (FORM ___ AFFIDAVIT)</p> <p>➤ Security Management & Emergency/Crisis Management Policies</p> <p>The Bidders shall submit copy of their security management & emergency/crisis management policies. The security management & emergency/crisis management policies may at least include risk assessment and crisis management plan to cater the patients' hospital safety in emergencies.</p> <p>In case of a Bidder who is a consortium, all Members of the Consortium must meet the criterion.</p> <p>➤ Experience in Hospital Security Management</p> <p>The Bidders shall have minimum experience of 3 years of hospital safety & security management of 50 bedded hospital, including but not limited to, CCTV services, fire safety services, with the deployment of at least 06 security guards and shall submit a certificate of experience</p>
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II. General Conditions of Contract

	along with its Bid.
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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. Interested Applicant who intends to apply for multiple packages shall submit only **one Technical Proposal / Profile of the Applicant and separate Financial Proposals** for each package applied for.

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

- a. An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
- b. 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).
- c. 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 Under Taking of Minimum Wage Rate as per **Appendix-6.**

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

TECHNICAL EVALUATION CRITERIA		
Sr. No.	Description	Weightage
1	Age of company	10
2	General Experience of the Firm	40
3	Financial Capability / Strength	30
4	Certifications	5
5	Methodology	15
Total		100
Minimum marks required		70

1) Age of company-10% weightage

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

2) Experience - 40% weightage

EVALUATION CRITERIA FOR AGE		
Sr. No.	Description	Marks
1	Experience in private sector (One Project 4 Marks)	20
2	Experience in public sector (One Project 4 Marks)	20
Maximum Marks		40

Maximum of 5 projects need to be submitted for each sector with each project worth 4 marks

Each project's value worth more than 4 Mn shall be given maximum 4 marks, projects worth between 2- 4 Mn shall be given 2 marks and project's worth less than 2 Mn shall be given 0 marks

Submission of satisfactory performance certificate is compulsory for consideration of the contract

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.	Cumulative Annual Turnover in last 03 Years. (Duly supported by FBR return, Bank statements and Audited Financial statements)	20	
	Cumulative Annual Financial turnover for last 03 years greater than 50 Million		20 Marks
	Cumulative Annual Financial turnover for last 03 years between 40-50 Mn		15 Marks
	Cumulative Annual Financial turnover for last 03 years between 30-40 Mn		10 Marks
	Cumulative Annual Financial turnover for last 03 years between 30-40 Mn		5 Marks
b.	Working Capital	10	
	Working capital for the last 3 years greater than 4 Mn		10 Marks
	Working capital for the last 3 years between 3-4 Mn		7 Marks
	Working capital for the last financial years less than 3 Mn		5 Marks

4) Certifications - 5% weightage

5 Marks will be given to firms for possession of Quality Management certificates e.g. ISO 9001 etc.

5) Methodology - 15% weightage

II. General Conditions of Contract

The Applicant shall explain his plan for performing the Security Services as per the terms of the references and overall scope of this document. 15 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.**

- The financial proposal of only those firms will be evaluated achieving a minimum score of 65 in technical component
- The firm shall quote the rate per worker per month inclusive of all applicable taxes/insurance/ contributions and management costs on monthly basis including all applicable taxes
- The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Social Security and EOBI.
- The firm must provide uniform, identification cards; personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further the staff would be required to be in clean uniform at all times
- The service provider shall install its own (Operated, Installed & Maintained by Service Provider) Bio-Metric Machine under the supervision of Hospital Administration having the dual Biometric measurements; Face & Fingerprint. The record of the same will be verified by the Hospital Administration of daily basis and same will be shared to client wing
- The service provider shall conduct periodic health profiling of the staff
- The service provider shall ensure turnover of less than 20% of staff in any given month

*** 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 (KPR) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).	Flag-B

II. General Conditions of Contract

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 Under Taking of Minimum Wage Rate as per Appendix-6.	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
TECHNICAL EVALUATION CRITERIA			
Sales Tax, Income Tax and IT Management System			
1	a.	Sales tax and Income Tax Return Proof for more than 3 years.	Flag-G
	b.	IT Based HR & Goods Management System.	Flag-H
General Experience and Past Performance of the Firm			
2	a.	Projects	Flag-I
Managerial & Technical Strength			
3	a.	Documentary proof of Payment of EOBI/ ESSI/Labor Department	Flag-J
	b.	Project Manager having requisite experience.	Flag-K
Financial Capability/Strength			
4	a.	Cumulative Annual Turnover in last 03 Years. The evaluation be done on the bases of Number of NON-TEACHING DHQH / H Applied for. (Duly supported by FBR Return, Bank Statement and Audited Financial Statements).	Flag-L

Section 5. Terms of Reference (ToRs)

Hiring of Consultant/bidder for Provision of Security Services

Health Department

Government of Khyber Pakhtunkhwa

A. Introduction

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. 736/200040) and “Strengthening of all BHUs across KP and Conversion of 200 BHUs into 24/7 SBA” (Scheme No. 738/200045)

Provision of Security services in these hospitals is of great importance for the health and 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 consultant/bidders/companies.

The interested bidders are advised to carefully read and understand the RFP document and publish their proposals accordingly.

B. Scope of Work

- i. The contractor shall provide one shift (Night) security Services at the Health facilities identified across Khyber Pakhtunkhwa under the project “Primary Revamp Project 24/7 BHUs and RHCs”.
- ii. In the initial phase the security services will be procured phase-wise for all the RHCs and BHUs mentioned in PC-1.

The intent of hiring private partners is:

1. HOSPITAL SITE PROTECTION FROM TERRORIST ACTIVITIES:

Since hospitals have unfortunately become a major soft target for the terrorist activities. In order to counter that we need to place major deterrent to all such criminals by making our premises safe and secure. It is therefore required to provide Security services to monitor and control access through the main entrance and all the other entry points in the hospital as well the boundary walls. A plan also has to be in place for the internal security in a hostage like situation.

- To guard and protect the property of Hospital at all times against intruders, theft burglary, pilferage, sabotage and damage by miscreants.

2. NEWBORN SAFETY

The primary aim of initiating the project is newborn safety especially from abduction, for that we

need the following:

- Closely monitoring of babies.
- To keep the infants secure with real-time, prevent any mishap like abduction of babies and illicit attempts to move infants to and from wards.

3. HOSPITAL SITE PROTECTION FROM TERRORIST ACTIVITIES:

- Being a public sector hospital in this day and age of heightened intolerance and violence, the staff and the property of the hospital is under constant threat with incidents happening on a daily basis. This results in a sense of insecurity of the hospital staff including doctors, LHVs and paramedics leading to demotivation and unwillingness to work. Hence it is extremely important to have a very good system of private guard and personal to provide them a secure peaceful environment to work and serve the sick children. If they are themselves feeling under threat, patient care will be severely compromised. The extension should ensure such provision for the entire period of the contract.
- Report any untoward incident immediately to the concerned authorities.
- Should handle any incident amicably without bringing any harm to either the hospital staff or the patients or mothers or their attendants.

C. GENERAL CONDITIONS FOR PROVISION OF SECURITY SERVICES

- i. Monitor the perimeter of the hospital including parking and waiting areas, garden, children play area and main gates. And also identify and try to prevent any encroachments of the above-mentioned area
- ii. Minimize unauthorized entry/exit of attendants into the main hospital building.
- iii. Training sessions for the hospital staff should be conducted to help them come up to the expected service level as well as cope with system-wide changes being instituted.

D. SCOPE OF SECURITY GUARDS

1. The security guards provided should be between the age of 30 and 45 years.
2. The security guards provided should be medically fit.
3. A guard deployed at institute should not be deployed anywhere else.
4. Guards deployed should have at least education of Higher Secondary Level.
5. The duty hours of security guards will be fixed, with each guard working 8 hours a day, in order to maintain an efficient security check.
6. The security guard provided should be at least 5 feet 6 inches tall.
7. The following equipment in addition to the gun should be provided by the Contractor as per the need basis:
 - Torches
 - Light arms,

II. General Conditions of Contract

- Designated guard will be carrying weapon and ammunition only at designated locations at all time.
 - Any other type of equipment relevant to security of the premises.
8. The guards must be reasonably polite; guards should preferably be bilingual.
 9. Guards must report suspicious activities to a security chief/ supervisor
 10. Guards should be regularly and periodically rotated within and from outside the hospital.
 11. Spot checks must be made on the security guards, if they are at their assigned posts.
 12. Corruption in any manner or form shall not be tolerated. Individuals found in such acts could be terminated from service.
 13. The Consultant/bidder will provide weapons to the guards with relevant licenses and no additional or separate charges will be paid by this institution in this respect.
 14. The service provider will be responsible to get each security guard medical examined and will provide medical certificate.
 15. The consultant/bidder will provide character certificate/police clearance certificate for each security personnel.
 16. 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.
 17. The contract will be initially for a period of one year i.e. Financial Year (FY) 2021-22, which may be extended for another period with mutual consent, upon satisfactory performance.
 18. Availability/ arrangement of additional guards (if so required) will be ensured within 24 hours.

The procuring entity i.e., PMU “Primary Revamp Project 24/7 BHUs and RHCs” 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.

In case the offer is withdrawn, amended or revised during the validity period of the offer, the earnest money is liable to be forfeited.

- i. 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.

- ii. The security guards shall perform their duties on shift basis with a duty-cycle of 12 hours. The shift timings of Guards will be from 07:00 pm to 07:00 am (next morning) and vice versa. However, the Project Director “Primary Revamp Project 24/7 BHUs and RHCs” project may change shift timings if required.
- iii. The successful Bidder/company/consultant/bidder shall have full authority over the deployment of the Guards and shall be independent in working out a duty schedule and their working time. However, this work schedule shall have prior approval of Project Director “Primary Revamp Project 24/7 BHUs and RHCs, to comply with its specific security requirements.
- iv. The consultant/bidder shall also appoint a senior person within its organization for coordination with the concerned person identified by the Project Director “Primary Revamp Project 24/7 BHUs and RHCs to address day to day problems and emergent situation
- v. The consultant/bidder shall ensure that all the staff deputed at the Premises meets the following criteria:
 1. Human Resource:
 - a. *01 Number of male security personnel shall be provided as per following table for the respective hospital facilities. However, the number can be increased or decreased according to requirement of the Health Facilities:
(*: The security guards are required in evening/night shift duty)*

List of Hospital
 - b. *Not more than Fifty (45) years of age.*
 - c. *Not less than 30 years of age.*
 2. Competencies:
 - a. *The guards should be literate, can read & write and shall have fluency in speaking Pashto and Urdu languages.*
 - b. *Capable to carry out the security job.*
 3. Weapon:
 - a. *Capable of operating weapons that shall be provided by the consultant/bidder at all locations.*
 4. Uniform:
 - a. *Every Guard shall be dressed in proper company’s uniform with cap, belt and shoes*

on.

b. The consultant/bidder takes responsibility to provide uniforms to the Guards deputed at the Premises.

5. Miscellaneous:

a. Guards to be employed by the consultant/bidder shall exclusively perform their duties at the Premises and shall not be employed anywhere else.

b. Guards shall be discouraged from developing friendly relations while on duty.

c. The consultant/bidder will be responsible to provide metal detectors at all entrance and exit points of the designated health facilities.

d. The consultant/bidder shall be bound to provide personal file completed in all respect to the procuring entity before the deployment of security personnel at the premises of the Health Facilities under progress.

6. Communication

The consultant/bidder will be responsible to provide Mobile Phones to all the Security Guards. The consultant/bidder shall provide documentary proof to the "Project Director "Primary Revamp Project 24/7 BHUs and RHCs" on a quarterly basis, reflecting compliance of all commitments as stated under the provisions of this Agreement.

7. The consultant/bidder shall ensure that the Guards deputed at the Premises are of unimpeachable character and possess requisite knowledge and experience. Moreover, the consultant/bidder shall also be responsible for the performance of the Guards.

8. 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.

E. Duration

i. This Agreement shall be valid for a period of one (01) Years with initial 03 months as probation period. However, with the mutual consent (in writing) of the Parties, the terms and conditions of this Agreement may survive for after the expiry of this period on mutual consent of both parties.

ii. The contract can be terminated by procurement body on the notice of 15 days in the probation period.

iii. 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.

F. Qualifications and Professional Experience of the Consultant/bidder

The communication consultant/bidder must have the following qualifications and experience:

Minimum Eligibility:

- Registered with Security & Exchange Commission of Pakistan or copy of certificate of Incorporation or registration or equivalent
- Registered with Ministry of Interior, Government of Pakistan or Home Department, Government of KP.
- Relevant Experience should be more than 5 years.
- Recent Security Clearance from special branch Peshawar.
- The bidder must be registered with FBR and KPRA.

Specific Assignment-related Requirements:

- A proven track record of provision of security services on national and provincial (KPK) level with necessary documented evidence.
- Consultant/bidders with documented availability of available human resource (security guards) and have experience in working in outreach areas of the province shall be accorded due weightage.
- Consultant/bidders to provide documentary evidence of weapons/security devices owned/rented.
- Consultant/bidders with experience in public sector will be given preference.

(The evaluation criteria inclusive of organization profile, experience, team and scope of assignment has been further elaborated in the detailed RFP)

Selection Method

The consultant/bidder will be selected in accordance with the selection Based on Least-Cost Selection (LCS) method.

Mode of payment:

- i. Payment shall be made by the PD PMU.
- ii. The contractor should pay the security personnel in accordance to the national and provincial rules & regulations and with compliance of all requirements, thereof, the labor department.

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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.

1.9 Fraud and Corruption

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 as Appendix-G 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

2. 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

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 reached as a result of arbitration proceedings pursuant to Clause GC

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.

3. OBLIGATIONS OF THE CONSULTANT/BIDDER

3.1 General

3.1.1 Standard of Performance

The Consultant/bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The 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.

1.2.1 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.

1.2.2 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**
- 381 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.
- 382 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.).

4. 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.

5. OBLIGATIONS OF THE PE

- 5.1 Assistance and Exemptions** The PE shall use its best efforts to ensure that the Government shall provide the 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.

6. PAYMENTS TO THE CONSULTANT/BIDDER

- 6.1 Security** The consultant/bidder has to submit bid security and the performance security at the rate mention in SC.
- 6.2 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.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 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.
- 6.5 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

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.

7. GOOD FAITH

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

8. 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.

III. Special Conditions of 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 The addresses are:

Procuring Agency: Health Department, Khyber Pakhtunkhwa

Attention: Project Director “Primary Revamp Project 24/7 BHUs
and RHCs”

Facsimile: _____

E-mail: _____

Consultant/bidder: _____

Attention: _____

Facsimile: _____

E-mail: _____

Special Condition of Contract

- 1.7 The Authorized Representatives are:
For the PA: _____
For the Consultant/bidder:
- 1.8 ***The Consultant/bidder is responsible for all relevant taxes including stamp duty and service charges under the assignment.***
- 2.2 The date for the commencement of Services is -----
- 2.3 The time period shall be ***01 year*** on a quarterly-review basis.
- 3.4 The risks and the coverage shall be as follows:
(a) professional liability insurance, with a minimum coverage of ***[PKR 5 Million]***
- {5.1} ***Not Applicable***
- 6.1 Procuring Agency shall indicate bid security not less than PKR 500,000/-
Performance security for the assignment will be ***10%*** of contract amount
- 6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

Special Condition of Contract

- 6.5** Payments shall be made according to the following schedule:
- a. The 100% payment will be made on monthly basis upon submission of valid bill/invoice by the consultant/bidder by the 5th day of next month after the satisfactory service delivery report dully signed by the official assigned by the Project Director “Primary Revamp Project 24/7 BHUs and RHCs”
 - b. The contractor should pay the security personnel in accordance to the national and provincial rules & regulations and with compliance of all requirements, thereof, the labor department
- 8.2** Disputes shall be settled by complaint redressal committee define in KPPR 2014 or through arbitration Act of 1940.

Appendix A

(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 (GoKPK) 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 GoKPK, 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 GoKPK 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 GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [name of Supplier] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK 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 GoKPK.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

CONTRACT

THIS CONTRACT (“Contract”) is entered into this [____], by and between [Primary Revamp Project 24/7 BHUs and RHCs] (“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.

Contract

- 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:

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} 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

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.

Contract

- 9. Consultant /bidder Not to be Engaged in Certain** 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 PA

FOR THE CONSULTANT/BIDDER

Signed by _____

Signed by _____

Title: _____

Title: _____