



# **PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION**

## **REQUEST FOR PROPOSAL (RFP) Quality and Cost Based Selection (QCBS)**

### **HIRING OF CONSULTANCY SERVICES**

#### **The Project:**

Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.	Single Stage Two Envelopes
--	----------------------------

#### **Foreword**

This Standard Request for Proposals is applicable to consultant assignments by the procuring entities of Khyber Pakhtunkhwa province whose legal agreement makes reference to the Khyber Pakhtunkhwa Public Procurement Rules, 2014.

## CONTENTS

<b>Section 1. Letter of Invitation.....</b>	<b>1</b>
<b>Section 2. Instructions to Consultants .....</b>	<b>2</b>
<b>Data Sheet .....</b>	<b>14</b>
<b>Section 3. Technical Proposal - Standard Forms .....</b>	<b>20</b>
<b>Section 4. Financial Proposal - Standard Forms .....</b>	<b>32</b>
<b>Section 5. Terms of reference (TOR)</b>	

**HIRING OF CONSULTANCY SERVICES**  
**(SINGLE STAGE TWO ENVELOPES)**

**REF No. PIC-050**

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites Technical and financial proposals for Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.
3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable.
4. Income Tax, Sales tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules.
5. A complete set of request for proposal can be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) or KPPRA (<http://www.kppra.gov.pk/kppra/>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A Pre-Bid Meeting will be held on **March 17, 2022 at 10:00 AM (PST)** at the office of the Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) Prospective Bidder are encouraged to attend the meeting.
8. Bids are to be delivered to the office of the Manager Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) on or before **March 30, 2022 at 11:00 AM (PST)**.
9. Technical Bids shall be opened on the **same day at 11:30 PM (PST)** in the presence of bidders who choose to attend.
10. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
11. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

**Hospital Director**  
Peshawar Institute of Cardiology (PIC-MTI)  
**5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,**  
**Ph: +92 91 9219645**

## **REQUEST FOR PROPOSAL (RFP)**

PIC-MTI intends to engage the consulting Firms for providing consultancy services for the work to be executed:

<b>S.#</b>	<b>ADP NO. &amp; CODE NO.</b>	<b>NAME OF WORK</b>	<b>TYPE OF SERVICES REQUIRED</b>
1	NON ADP	Hiring of Consultancy Services for Fire Risk Assessment, Feasibility Study, Design/Layout & Supervision for The Up Graduation/ Integration of Old Fire System and Installation of New Fire Solution Along with Fm200 in Peshawar Institute of Cardiology PIC-MTI.	Consultancy Services

# Letter of Invitation

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

**Hospital Director**

*[insert: Name and Address of Consultant]* \_\_\_\_\_

Dear Mr./Ms.:

1. The [ \_\_\_\_\_ ] (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services:  
[ \_\_\_\_\_ ]. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre- qualified/interested Consultants:

*[insert: List of Shortlisted Consultants]*

It is not Permissible to transfer this invitation to any other firm.

4. A firm will be selected under *[insert: Selection Method]* and procedures described in this RFP, in accordance with the KPPR 2014.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (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
6. 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*

## **INSTRUCTIONS TO CONSULTANTS**

### 1. Definitions

- 2.1 **“Procuring Entity (PE)”** means the department with which the selected Consultant signs the Contract for the Services.
- 2.2 **“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- 2.3 **“Contract”** means an agreement enforceable by law and includes General and Special Conditions of the contract.
- 2.4 **“Data Sheet”** means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- 2.5 **“Day”** means calendar day including holiday.
- 2.6 **“Government”** means the Government of Khyber Pakhtunkhwa.
- 2.7 **“Instructions to Consultants”** (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- 2.8 **“LOI”** (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- 2.9 **“Proposal”** means the Technical Proposal and the Financial Proposal.
- 2.10 **“RFP”** means the Request For Proposal prepared by the procuring Entity for the selection of Consultants.
- 2.11 **“Sub-Consultant”** means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- 2.12 **“Terms of Reference”** (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and expected results and deliverables of the assignment.

- Introduction**
- 2.1 You are hereby invited to submit a technical and a financial proposal for Engineering/ Architectural consulting services required for the Assignment named in the attached LOI/ Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft.
- 2.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TORs.
- 2.3 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the client and project site in Peshawar before submitting a proposal and attend a pre-proposal meeting if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 2.4 Please note that:
- The Client is not bound to accept any of the proposals submitted.
- 2.5 Please note that:
- 2.6 In-complete and late proposals will not be entertained. Further information / clarification about the assignment & documents may be obtained from the Manager Material Management Office.
- 2.7 Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
- 2.8 The Hospital reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.
- 2.9 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.10 The eligible Consultants 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.
- 2.11 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal

## Section 2. Information to Consultants - Data Sheet

conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

2.12 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.13 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

### **3. Conflict of Interest**

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, 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 that has been engaged by the procuring Entity to provide goods, works or services other than

3.1.3 Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii). A Consultant (including its Personnel) 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 to be executed for the same or for another Procuring Entity.

(iii). A Consultant (including its Personnel) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of

(i) the preparation of the Terms of Reference of the



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

## **5. Conflicting Relationships**

5.1 Government officials and civil servants may be hired as consultants only if:

- i. They are on leave of absence without Pay;
  - ii. They are not being hired by the Entity they were
- Their employment would not give rise to any conflict of

## **6. Fraud and Corruption**

6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public Procurement Rules 2014 which defines:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly 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”.

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

## **7. Eligible Consultants**

Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified.

## **8. Proposal Validity**

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, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to

extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**9. Clarification  
and Documents**

Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants 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.

**10.Preparation  
of Proposals**

In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

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.

**11.Language**

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

While preparing the Technical Proposal, consultants must give Particular attention to the following:

If a consultant 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(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.

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

(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 submitted for each position.

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

The Technical Proposal shall provide the following information using the attached Standard Forms (**Appendix-I**):

A brief description of the consultant organization and an outline of recent experience on assignments (**From 1**) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

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 (**From-2**).

(vii). Summary of Proposed Key Professionals for the Project (**Form-3**).

(i) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**From-4**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last\_(PE may give number of years as Per their requirement) years.

(viii). Consultant are suggested to present the technical proposal (**Form-5**) divided into the following

i. **Work/Schedule Plan**

ii. **Organogram proposed for detailed design and construction supervision.**

iii. **Quality Control policy**

## Section 2. Information to Consultants - Data Sheet

Completion and Submission of Reports / Deliverables  
(**Form-6**)

Power of Attorney to declare lead firm for the project, if any  
(**Form-7**)

Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

### 13. Financial Proposals

The Financial Proposal shall be prepared using the attached Standard Forms (**Form-8**). It shall list all costs associated with the assignment, including

(a) remuneration for staff (in the field and at the Consultants' office),

and (b) reimbursable expenses indicated in the Data Sheet (if applicable).

Alternatively, Consultant 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.

### 14. Taxes

The Consultant will be subject to all admissible taxes including stamp duty, KPRA tax and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

### 15. Submission, Receipt, and Opening of Proposals

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 **Appendix-I**, and **FIN-1** of **Appendix-II**

All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

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.

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.

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

## **16. Proposal Evaluation**

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **17. Evaluation of Technical Proposals**

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’s Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

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

After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals.

Consultants’ attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to

**29. Negotiations**

secure minimum qualifying marks shall be returned unopened.

**18. Evaluation of Financial Proposals**

Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.1 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.

19.2 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.3 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.4 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

22.1 Negotiations will be held at the date and address indicated in the Data Sheet. The

invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**20. Technical negotiations**

22.1 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 to improve the Terms of Reference. The PE and the Consultants 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, will become Part of Contract Agreement.

**21. Financial negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants 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).

**22. Availability of Professional staff/experts**

22.1 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.

22.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own

## Section 2. Information to Consultants - Data Sheet

website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

22.1 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.

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

### **24. Confidentiality**

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

### **23. Award of Contract**

The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations, the Client shall promptly inform the other Consultants that their proposals have not been selected.



<b>DATA SHEET</b>		
	Introduction/Description	Detail
<b>1.1</b>	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
<b>1.2</b>	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
<b>1.3</b>	Name of Project.	HIRING OF CONSULTANCY SERVICES (PIC-050) Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.
<b>1.4</b>	Name of Contract.	HIRING OF CONSULTANCY SERVICES (PIC-050) Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.
<b>1.5</b>	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
<b>1.6</b>	Procuring agency's address, telephone, telex, and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
<b>1.7</b>	Language of the bid.	English
<b>BID PRICE AND CURRENCY</b>		
<b>2.1</b>	The price quoted shall be	(PKR)
<b>PREPARATION AND SUBMISSION OF BIDS</b>		
<b>3.1</b>	Qualification requirements.	Mentioned below in Technical Evaluation
<b>3.3</b>	Bid validity period.	180 days from the date of opening of bids
<b>3.4</b>	Number of copies.	One (original bid)

<b>3.5</b>	Address for bid submission.	Hospital Director Peshawar Institute of Cardiology – MTI Material Management Department Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
<b>3.6</b>	IFB title and number.	HIRING OF CONSULTANCY SERVICES (PIC-050) Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.
<b>3.7</b>	Pre-Bid meeting with the bidders	<b>March 17, 2022 at 10:00 AM (PST)</b> Material Management Department PIC-MTI
<b>3.8</b>	Deadline for bid submission.	<b>March 30, 2022 at 10:00 AM (PST)</b> in Material Management Department PIC-MTI
<b>3.9</b>	Time, date, and place for bid opening.	<b>March 30, 2022 at 10:00 AM (PST)</b> Sharp. in Material Management Department PIC-MTI
<b>BID EVALUATION</b>		
<b>4.1</b>	Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.
<b>4.2</b>	Criteria for bid evaluation.	Offers determined to be substantially responsive to the technical specifications given under <b>Appendix-I</b> and meeting the minimum requirement as mentioned below shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, minimum requirements, and specifications in this Request for Proposal, and it will not be considered further. The Purchaser will evaluate and compare only the Proposal determined to be substantially responsive. In evaluating the Proposal, the Purchaser will adjust for any arithmetical errors as follows: (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; (b) Where there is a discrepancy between the

		<p>unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;</p> <p>(c) If a Supplier refuses to accept the correction, his quotation will be rejected.</p> <p><b>Quality and Cast Base Selection (QCBS)</b></p> <p>Selectin will be on QCBS where quality is the prime consideration. Bidder meeting the requirement will be declared successful bidder for award of Contract.</p>
<b>4.3 (h)</b>	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
<b>Performance security</b>		
<p>The Consultant shall, within 14 days of receipt of Letter of Acceptance, provide a Performance Security for the due performance of the Contract to the amount of ten (10%) of contract price in shape of CDR/DD or Bank Guarantee, at the option of bidder, in the name of Hospital Director Peshawar Institute of Cardiology from schedule bank of Pakistan;</p>		
<b>Contract Award</b>		
5.1	Award Acceptance/contract agreement	<p>The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations, the Client shall promptly inform the other Consultants that their proposals have not been selected.</p>

## **1. BACKGROUND**

Peshawar Institute of Cardiology, Peshawar Inaugurated on 16<sup>th</sup> December 2020 by Honorable Prime Minister is to cater for patient from whole Khyber Pakhtunkhwa, FATA, Northern areas and upper Punjab and Afghanistan. The Health Department is to provide health facilities to the heart patients of these areas. The disease pattern in heart patient is unique and needs intensive and specialized care. So far, there is not enough facility available for treatment research and adequate training facilities for Medical, Nursing and Para Medical personal.

The Peshawar Institute of Cardiology will be fulfilling a major need of National Health Programmed for the control high mortality and morbidity rate prevailing in our population.

In day to day life fire and safety is one of the major factor in all Public & private sector for which this tender has been floated to cope with fire & safety for patient & PIC-MTI employees.

## **2. OBJECTIVES.**

The project main purpose is to achieved the fire and safety standards according to JCIA. (Joint Commission International accreditation)

## **3. SCOPE OF WORK/SERVICE**

The Following is expected but not limited to from the selected consultant for below mentioned works & services and will be deemed to be inclusive in the quoted rates, in the financial proposal forms:

- Fire Risk Assessment,
- Feasibility Study,
- Proposed solution as per JCIA standards. (latest edition) & NFPA.
- Design/layout
- Supervision

for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200 as required.

### **a) 3.1 Design & Tender Stage:**

3.1.1 Review of existing structure and Development of a brief for the Client and carrying out the studies, consultations and discussions on updating the Client's requirements.

3.1.2 Collection of project requirements and scope of work from the Client/User Department. Evaluating the Client's requirement analytically and technically while designing and planning various components of the Project

**(b) 3.2 Design Stage**

3.2.1 Preparation of modified drawings, without additional charges, if required by client during design/approval/construction

3.2.2 Preparation of Tender/Bidding documents including Drawings, Bill of Quantities (BoQs)/Engineer Estimates, specifications and Bid Documents for all proposed works.

3.2.3 Making presentations at various stages of Designing as per requirement of the Client and sponsoring agency (PIC).

3.2.3 Evaluating feedback of the hospital administration for further improvement in the designs

3.2.4 Making Final presentations after feedback of the Hospital.

3.2.5 Preparation of detailed specifications and such particulars as may be necessary for the preparation of bills of quantities

3.2.5 Assist the client in preparation Notice Inviting Tender (NIT) as per requirements of the project

3.2.6 Preparation of detailed bills of quantities and conditions of contract as per PEC By-Laws and final cost estimates along with detailed measurement sheets and their submission before tendering

3.2.7 Preparation of Tender Documents in respect of the project. Rendering all necessary assistance to the Client in invitation and scrutiny of bids and matters incidental thereto.

3.2.8 Preparation and submission of work plan bases on MS Project or primavera.

3.2.9 Ensuring that entire project will be compliant of Building Code of Pakistan, Fire Prevention & Safety Regulations-2016, The consultant shall have to certify in this regard.

3.2.9 Preparation, submission & signing of contract agreement with contractor on the prescribed PEC standard Format with approval from hospital.

**3.3 Construction Supervision Stage:**

The scope of services includes but not limited to;

3.3.1 Full time detailed site supervision to ensure that the construction work proceeds and is completed in accordance with the approved construction drawings, technical specification, conditions of contract and bill of quantities.

3.3.2 Monitoring progress of construction through construction schedule. Preparation, maintaining daily work diary / report of each site, weekly and monthly progress reports along with supporting pictures of the site as per standard practice and as and when required by the Client.

3.3.3 To maintain a good liaison with the Client office including all other duties pertinent

to the construction phase of the project with the prime objective to complete the work within stipulated time period in the best public interest.

3.3.4 Coordination among the various disciplines and agencies concerned with the execution of the Project.

3.3.5 To monitor environmental issues during the construction period, ensuring minimum disruption/damage to the environment and local settlements by approval of the contractor's work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to the hospital in the monthly progress reports

3.3.6 To prepare and recommend variation orders, if any, up to permissible limit which has financial implications subject to prior approval in writing of the hospital.

3.3.7 To determine and recommend extension of time based on cogent reasons, with or without liquidated damages, subject to prior approval of the hospital.

3.3.8 To advise/assist the hospital in case of any arbitration or litigation in court of law. Introducing necessary measures at site to avoid any cost overrun and delay during execution and advise remedial measures where require to keep smooth execution of the project in close coordination with client.

3.3.9 Developing and ensuring Quality Assurance mechanism as per Joint Commission International Accreditation Standards for Hospitals (JCIA) practices of check requests and test results of various materials and activities in the logical sequence.

3.3.10 Recommend the client for fixation of actual date of commencement of work at site.

3.3.11 Maintaining test reports of materials regarding quality, finish and strength requirements. The quality and quantity assurance shall be the sole responsibility of the consultants in the capacity of the Engineer.

3.3.12 Scrutiny, verification & submission of statement of the payment (IPCs) submitted by the Contractors for payment. Ensuring compliance of all codal formalities / prescribed engineering practices / Govt. rules during execution and processing / verifying payments

3.3.13 Taking/verifying measurements of the work done carried out by the contractor

3.3.14 Holding Monthly meetings with the Client and the Contractor to review progress and resolve the issues, if any, according to best project management techniques.

3.3.15 Assisting the Client in taking over the completed works including preparation of punch list and issuance of substantial Completion Certificate.

3.3.16 Submission of as built drawings, inventories & Project Completion Report after successful completion of the project.

### **3.4 Financial Management:**

3.4.1 To check the contractor's accounts, invoices, Interim Payment Certificate, claims and other statements with respect to all aspects of financial regulatory, correctness and the contract.

3.4.2 To advise the hospital on all matters relating to the execution of the contract including provision of advice on processing of contractor's claims, if any.

3.4.3 To recommend to the hospital any liquidated damages to be claimed from the contractor or other actions which should be taken against the contractor under the construction contract.

### **3.5 Approval and Certificates:**

3.5.1 To inspect the performance of the works with regard to workmanship and compliance with the specification and to order, to supervise or perform tests on materials and other work and to approve or disapprove the contractor's work and, if appropriate, his plant and equipment.

3.5.2 To certify work volume and Interim Certificates for payments.

3.5.3 To certify completion of part or all of the works, prepare punch list for payment to the contractors.

3.5.4 To order test of materials and completed works, and ordering removal of materials or works, which do not comply with specified requirements.

3.5.5 To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and/or work.

3.5.6 To assist in the transfer of the project from the contractor to the hospital.

### **3.6 Post Completion Stage:**

3.6.1 The consultants will periodically visit completed projects during defect liability period for prompt & efficient maintenance work through the contractor. Processing and recommendation of contractor's security after successful completion of Defect Liability period.

3.6.2 The consultant will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

3.6.3 Vetting, approving and submitting to the Client, as built drawings to be prepared by the Contractor(s) at the end of the Contract.

3.6.4 Observe deficiencies/defects and pursue rectification with the construction contractor as per contract conditions during Defect Liability Period.

3.6.5 Final inspection at the end of Defects Liability Period and issuance of Defects Liability Certificate and final payment certificate.

### **3.7 Deployment of Consultant's Staff:**

3.7.1 The Consultant shall provide supervisory staff for detailed construction supervision at the site as per requirement mentioned in the contract. The staff strength may be determined on the basis of quantum of construction, in progress at site, at any given time. The nominated Team Leader/Resident Engineer will be responsible for overall supervision, quality control and payment certifications. The nominated Team/Leader/Resident Engineer will be assisted by part time Professional/Para-Professional staff for Works of various specialties. Staff hiring/removal for the instant project shall be made with prior approval/consent of the hospital administration. If the hospital administration observes unsatisfactory performance of any employ of the consultant, may ask the consultant to remove and replace the aforesaid official accordingly at earliest

3.7.2 Absence of any staff member of the consultants during Design or Supervision phase due to any reason whatsoever, the hospital shall have the liberty to make deductions from the Consultant's bills accordingly.

3.7.3 The above arrangement will hold good till substantial completion of the works and handing over of the works to the Client. During Defect Liability Period of 1 year after handing over to the Client, casual supervision by Inspector and Engineer will be provided as per requirement of the Project.

3.7.4 All Govt. taxes will be deducted at source as per prevailing rules.

3.7.5 Any other condition with the consent of both the parties



**Deliverables by the Consultant: -**

**a. Detailed Design**

i.	Inception Report, Preliminary Design / Schematic Design including all investigation reports like sub soil investigation	3-Copies
ii.	All Detailed Structural & Architectural Drawings (both hard & soft copies – pdf, AutoCAD, 3D video etc.)	3-Copies
iii.	Multiple Presentations (soft & hard)	As per requirement
iv.	Final Design for approval of HD/MD PIC-MTI (soft & hard)	3-Copies/ (As per requirement)
v.	Design/layout, Fire Risk Assessment and Feasibility Study (soft & hard– pdf, excel)	3 Copies
vii.	Tender Drawings &BoQs, Specifications, Complete Bidding Documents	3-Copies
viii.	Submission of Working Drawings (both hard & soft copies – pdf, AutoCAD, 3D video etc.)	3-Copies

**b. Supervision**

Technical Sanction Estimates	3-Copies
Monthly & Quarterly Progress Reports with Site Pictures	3-Copies (soft & hard)
Maintenance of Material Test Reports, Site Construction Record	3-Copies
Recommendation of Interim Payment Certificates (IPC)	As per requirement
As Built Drawings	3-Copies.
Revised TS, if any	3-Copies
Punch lists	3-Copies
Handing / Taking Over Certificate, Inventories	3-Copies.
Project Completion Report	3-Copies.
Defect Liability Certificate	3-Copies
Post Completion Report	5-Copies

**All the work should be done according to all National & International fire safety standards**

## 1. PREPARATION OF PROPOSAL:

- 1.1 You are requested to submit a technical and a financial proposal in two separate sealed envelopes indicating technical and financial bid. Your proposal shall be written in English language.

### Technical Proposal:

- 1.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.

During preparation of the technical proposal, you must give particular attention to the following:

**Relevant Experience** (Fire Prevention and Protection System) = Six (06) similar assignments of (Fire and safety) per hospital (HP's / hospitals only) of similar projects to get full marks against the firm's similar experience.

**General Experience** (Fire Prevention and Protection System) =Eight (08) similar ongoing/completed projects of (Fire Prevention and Protection System) Each organization carry 2 marks.

- a. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
  - b. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
  - c. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with verifiable proof of documents.
  - d. Client has the right to enquire from the clients mentioned in consultant's proposal regarding the consultant's performance. In case of negative response from two or more than two clients, consultant may be declared disqualified in technical evaluation & his financial proposal may be returned unopened.
- 1.3 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix-I:
- I-Form-1 The Consultant's comments or suggestions, if any, on the TORs;
- I-Form-2 Summary of Proposed Key Professionals for the Project

I-Form-3 CVs recently signed within current month by the proposed key professional staff must be supported with valid PEC/PCATP certificate and verifiable documents. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

Consultants are suggested to present the Technical Proposal divided into the following chapters

- I. **Work/ Schedule plan**
- II. **Organogram proposed for Detailed Design and Construction supervision**
- III. **Quality Control Policy**

I-Form-4 schedule for compilation and submission of various types of reports as envisaged in attached TORs.

I-Form-5 Power of Attorney to declare lead firm for that project, if any.

- 1.4 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data indicated in the TORs shall be included in the technical proposal.

**1.5 Mandatory Documents to be attached with Technical proposal are as under,**

- a. **Valid Certificate of registration of a Firm with PEC.**
- b. **Valid National Tax Number of consultant(s).**
- c. **Audited Statements of Accounts and Annual Turnover for the last three years.**
- d. **A valid Affidavit in the name of client attested by oath commissioner on stamp paper that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.**
- e. **Valid Registration Certificate with Khyber Pakhtunkhwa Revenue Authority**

Note: Provision of the above documents in 3.6 is mandatory, in case of failure, the firm/JV would not be considered for detailed evaluation.

**1.6 Financial Proposal:**

- 1.1 The financial proposal should be based on lump-sum cost include all the costs associated with the Assignment. Your financial proposal should be prepared using the formats attached as **Appendix-II**; else the proposal of applicant firm will be rejected.
- 1.2 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 1.3 Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 1.4 All the prevailing applicable Provincial and Federal Govt. taxes will be deducted from the Consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

## **2. PROPOSAL EVALUATION:**

- 2.1 A two-envelope procedure shall be adopted in ranking of the proposals. Firms shall be ranked using combined technical & financial scores as under:
  - Technical Score weightage: 70% (49 marks Passing)
  - Financial Score Weightage: 30%

**(Technical Criteria + Financial Criteria): TM: 70 + 30 =100**

**(Technical Evaluation Marks: 70)**

**Passing Marks: 49**

S #	Parameters	Sub-parameters	Total
	Evaluation of Consultant		Marks: 70
1	Experience		30
	Relevant Experience (Fire Prevention and Protection System)	Six (06) similar assignments of (Fire and safety) per hospital (HP’s / hospitals only) of similar projects to get full marks against the firm’s similar experience. Per Hospital (2 marks)	12
	General Experience (Fire Prevention and Protection System)	Eight (08) similar ongoing/completed projects of (Fire Prevention and Protection System) Each organization carry 2 marks	16
Note. All the project(s) must be supported by documentary evidence i.e. Acceptance letter/work order/Contract Agreement & Completion/Performance Certificates, duly signed by concerned Authorities. In case of failure, no marks will be awarded			
3	Personnel Capabilities		10
	Degrees /PEC registration should be attached	Diploma Engineer (Electrical/Electronics/Mechanical/civil) Max (04) Each carry 1 Mark	4
		Personal having certified courses in (Fire Prevention and Protection System & Safety) Max (4) Each carry 1 Mark	4
		Master /Graduate Engineers. (Electrical/Electronics/Mechanical/civil) Max (4) Each carry 1 Mark Master /Graduate Engineers must/shall be register with PEC.	4
4	Certification		8
	Bidder PEC	PEC =ME02 (Fire Prevention and Protection System)	04
	Bidder ISO 9001:2015	ISO certification	04
7	Legal Requirement		8

		Most Recent Audit Report duly signed by external Auditor (from chartered accountant) Financial audit report (Turnover) More than 120 million: More than 80 to 120 million: More than 50 to 80 million:	8 4 2
<b>8</b>	<b><u>Proposed Methodology</u></b>		<b>12</b>
	<b><u>Proposed Methodology</u></b> Detail should be provide on the letter head on the bidder.	work/ schedule plan from design till completion of projects.	4
		organogram plan / chart for site supervision team & their core responsibilities/ methodology.	4
		Provide quality control policy/ methodology opted by consultant. List down sequence of inspection and tests to be carried out by consultant to ensure quality checks	4

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **49**

#### **Financial Criteria (30 Marks):**

<b>S #</b>	<b>Parameters</b>	<b>Sub-Parameters</b>	<b>Total Marks: 30</b>
	<b>Price</b>		<b>30</b>
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30	30

**Total Marks (Technical Criteria + Financial Criteria): 100**

The bidders achieving a minimum of **49** marks (i.e., 70%) out of **70** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **30** marks, the two scores will be combined to identify the highest ranking firm.

**Merit Point Evaluation Methodology:** Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price

factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services, provision of training on equipment and post-warranty services etc. The following weightages will be given to the technical and financial scores:

### **Selection Procedure: -**

The Consultants shall be selected under the selection method of Quality cum Cost Based Selection (QCBS). The procedure for opening of proposals will follow the principles of **Single Stage-two envelope** procedure, which is presented as follows: -

- (i) The bid shall comprise a **single package** containing two separate sealed envelopes. Each envelope shall contain separately the **financial proposal** and the **technical proposal** and envelopes to be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.
- (ii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” be opened and the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened.
  - (iii) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject any Technical Proposal which manifests material deviation from the specified requirements.
- (iv) During the technical evaluation, no amendments in the technical proposal shall be permitted. After the evaluation and approval of the **TECHNICAL PROPOSAL**, the procuring agency, shall at a time within the bid validity period, publicly open the **FINANCIAL PROPOSALS** of the technically qualified firms at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance.

The proposals found to be highest ranked determined after the combined evaluation of **TECHNICAL** and **FINANCIAL** proposals obtaining highest total combined score as per prescribed procedure in the RFP shall be accepted.

## APPENDIX-I

### **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: \_\_\_\_\_

\_\_\_\_\_



***Summary of Similar Projects (HP's / Hospitals only)******A maximum of 06 projects each, ongoing / completed in the last ten (10) years***

SN	Name of the Project	Location (Province/Country)	Client & Contact No.	Project Cost (RsMn)	Project Duration (pl. mention start and end dates- Original/ Actual)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (Rs. Mn)	Cost of services Provided by the Firm (in case of JV) (Rs. Mn)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Superv. C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project to be provided duly signed by the authorized person of the clients. Building & Maintenance Engineer (Building & Facilities Management Department PIC-MTI Peshawar) Peshawar has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback; no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more than two clients, may disqualify the consulting firm/JV.

Issued by \_\_\_\_\_

Bidder's Sign &amp; Seal \_\_\_\_\_ 24

***COMMENTS/SUGGESTIONS OF CONSULTANT***

On the Terms of Reference (TOR), if any

1. \_\_\_\_\_  
—
2. \_\_\_\_\_  
—
3. \_\_\_\_\_  
—
4. \_\_\_\_\_  
—
5. \_\_\_\_\_  
—
6. \_\_\_\_\_  
—
7. \_\_\_\_\_  
—
8. \_\_\_\_\_  
—
9. \_\_\_\_\_  
—
10. \_\_\_\_\_

**I-Form-3****Summary of Proposed Key Professionals**

SN	Description	Project Manager/ Team Leader	DRAFT MAN	MACHENICAL ENGINEER,	Electronics/ electrical/telecom eng	Site Inspector/Supervisor
		Name	Name	Name	Name	Name
A	Academic Qualification					
	Basic Degree	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
	Additional Higher Qualification	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
B	Professional Exp. Related to Assignment					
	Overall Experience					
	Similar Experience other than HEIs	YYMMDD	YYMMDD	YYMMDD	YYMMDD	YYMM DD
	Specific Project Experience in HEIs	YYMMDD	YYMMDD	YYMMDD	YYMMDD	YYMM DD
	Experience of Working on similar positions	YYMMDD	YYMMDD	YYMMDD	YYMMDD	YYMM DD

Issued by \_\_\_\_\_

Bidder's Sign &amp; Seal \_\_\_\_\_

FORMAT OF CURRICULUM VITAE

**I-Form-4**

**Proposed Positions** \_\_\_\_\_

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Staff member :
4. Date of Birth :
5. Years with the Firm :
6. Nationality :
7. PEC Registration/ PCATP  
Membership No. :
8. Academic Qualification :
9. Employment Record :
10. Languages and degree of (In speaking, reading and writing as proficiency :  
Excellent, Good, Fair, Poor)
11. Certification I, the undersigned, certify that, to the best of my knowledge and belief, these  
bio-data correctly describes myself, my qualifications and my experience.

\_\_\_\_\_  
**Signature of staff member:**

**Dated:**                      **day/month/year**

\_\_\_\_\_  
**Authorized Official from the firm**

Issued by \_\_\_\_\_

Bidder's Sign & Seal \_\_\_\_\_

**CONSULTANTS WRITTEN MATERIAL ON UNDERSTANDING  
OF  
THE OBJECTIVES OF THE ASSIGNMENT,  
APPROACH AND METHODOLOGY,  
PROPOSED FOR PERFORMING THE ASSIGNMENT: -**

Consultants are suggested to present the Technical Proposal divided into the following chapters

**1. Work/ Schedule plan**

Submit work/ schedule plan from design till completion of projects.

**2. Organogram proposed for  
Detailed Design and  
Construction Supervision**

Submit organogram plan / chart for detailed design and site supervision team & their core responsibilities/ methodology.

**3. Quality Control Policy**

Provide quality control policy/ methodology opted by consultant. List down sequence of inspection and tests to be carried out by consultant to ensure quality check

***Completion and Submission of Reports / Deliverables***

<b>Reports / Deliverables</b>	<b>Date</b>

Issued by \_\_\_\_\_

Bidder's Sign & Seal \_\_\_\_\_

**Power of Attorney**

[**IMPORTANT NOTICE:** Power of Attorney to be printed on stamp paper signed and notarized. In the case of a Pakistani Attorney, a copy of his Computerized National Identity Card (“CNIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached.

**Instructions for Consulting Firm**

If the Consulting Firms are a Consortium, each firm of the Consortium (other than the Lead firm) shall furnish a Power of Attorney authorizing the Lead firm on their behalf.

**KNOW BY ALL MEAN THAT** by this Power of Attorney, \_\_\_\_\_ [*Insert name of Consortium firm*] having its registered office at [-----], does hereby nominate, appoint and authorize \_\_\_\_\_ [the Lead Firm] having its registered Head Office at (\_\_\_\_\_) hereinafter referred to as the

**“Attorney”, to:**

- sign and submit to Deputy Director Works Lady Reading Hospital (LRH) Peshawar, or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service “Detailed Design, Documentation and Detailed Construction Supervision.;
- execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing;
- do and carry out all other actions as may be required by Deputy Director Works Lady Reading Hospital (LRH) Peshawar in connection with the Consultancy Services
- to immediately notify Deputy Director Works Lady Reading Hospital (LRH) Peshawar in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney. \_\_\_\_\_ [*Insert name of Consortium Firm*] does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

-

1- \_\_\_\_\_

2- \_\_\_\_\_

NOTARY PUBLIC:

# APPENDIX-II

Form-8

## FINANCIAL PROPOSAL FORM

SN	Description	Lump sum Fixed Cost (Rs.)	
		In Figures	In Words
1	Fire Risk Assessment, Feasibility Study, Design/layout & supervision for the up graduation/ Integration of old fire system and installation of new Fire solution along with FM200.		
	<b>Total</b>		

**Important Note:**

- The quoted total lump-sum fixed cost includes all salary, direct or indirect Cost, technical support of other resources, (Non Salary Cost, overheads & Contingencies, Govt. taxes etc) & there will be no additional payment admissible on part of the client.
- Financial lump sum fixed cost proposal should be supported by detailed breakup of all consultancy charges / cost.
- The service provided by the consultants shall be assumed as target oriented/performance based.
- Supervision charges will be paid on the basis of financial progress at the site.
- Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.
- If the consultant fails to complete any activity or part of activity, the client reserves the right to execute the same at consultant's risk and cost.

Authorized Signature: \_\_\_\_\_

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

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

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

Stamp/Seal: \_\_\_\_\_



## 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 Act, thereunder Rules 2014.
  - (b) **“Procuring Entity PE”** means the implementing department which signs the contract
  - (c) **“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
  - (d) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (e) **“Contract Price”** means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
  - (f) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - (g) **“Foreign Currency”** means any currency other than the currency of the PE’s country.
  - (h) **“GC”** means these General Conditions of Contract.
  - (i) **“Government”** means the Government of Khyber Pakhtunkhwa.
  - (j) **“Local Currency”** means Pak Rupees.
  - (k) **“Member”** means any of the entities that make up the joint venture/consortium/association, and **“Members”** means all these entities.
  - (l) **“Party”** means the PE or the Consultant, as the case may be, and **“Parties”** means both of them.

- (m) “**Personnel**” means Persons hired by the Consultant or by any Sub Consultants 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 pursuant to this Contract, as described in the Terms of References.
- (p) “**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.

**1.5 Location**

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.

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 consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’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 may be taken or executed by the officials specified in the SC.

**1.8 Taxes  
& Duties**

The Consultant 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 and/or its Personnel, sub-contractors, sub-consultants, 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, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Consultant 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 or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant 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).

## 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 either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant 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 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**  
**2.6.3. Payment**  
**2.6.1 By the PE**  
**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. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant 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 becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the**  
**Consultant**

The Consultants 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

**2.6.3. Payment  
Upon  
Termination**

Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from

the Consultant that such Payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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:

(a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;

(b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

**2. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

The Consultant 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 shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

**3.1.1 Standard of  
Performance**

**3.2 Conflict of  
Interests**

The Consultant 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 Consultants not  
to Benefit from  
Commissions,  
Discounts, etc.**

The Payment of the Consultant pursuant to Clause GC 6 shall constitute

### **3.3 Confidentiality**

the Consultant's only Payment in connection with this Contract or the Services, and the Consultant 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 shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

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

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified

from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants 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.

Except with the prior written consent of the PE, the Consultant 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 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**

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', 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's Actions Requiring PE's Prior Approval**

The Consultant 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 shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the

**3.8 Accounting,  
Inspection and  
Auditing**

numbers and within the time Period 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 to be  
the Property of  
the PE**

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant 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 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.

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants 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 shall Permit, and shall cause its Sub-consultants 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'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.).

**3. CONSULTANT'S PERSONNEL**

**4.1 Description  
of Personnel**

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

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

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.



(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant 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 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 shall have no claim for additional costs  
a

Khyber Pakhtunkhwa Public Procurement Regulatory Authority 53

i  
sing out of or incidental to any removal and/or replacement of Personnel.

#### **4. 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 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 in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant 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 or (b), as the case may be.

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

#### **5. PAYMENTS TO THE CONSULTANT**

6.1 Lump-sum Payment The total Payment due to the Consultant 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 Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The 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 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 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 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

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause		Amendments of, and General	Supplements to, Conditions	Clauses in the of Contract	
{ 1.1 }	Khyber Pakhtunkhwa	Public Procurement	Act	and	Khyber Pakhtunkhwa Public

Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Consultant:

Attention:

Facsimile:

E-mail:

{1.6}

{The Member in Charge is *[insert name of member]*}

**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.*

1.7 The Authorized Representatives are:

For the PE: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

1.8

*PE shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

*The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply.*

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, provided that:
- (e)
  - (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.

2.2                   The date       for the commencement of Services is *[insert date]*.

2.3                   The time period       shall be *[insert time period, e.g.: twelve months, eighteen months ]*.

3.4                   The               risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

**Note:** Delete what is not applicable

{3.5(c)}

{The other actions are: *[insert actions]*.}

**Note:** If there are no other actions, delete this Clause SC 3.5 (c).

{3.7(b)}

**Note:** If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

{5.1}

**Note:** List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”

Performance security shall not exceed 10% of contract amount

6.1

The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.3

6.5

The accounts are:

for foreign currency or currencies: *[insert account]* for

local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total Payments reach fifty (50) percent of the lump-sum amount.

**Note:** *This sample clause should be specifically drafted for each contract.*

8.2

Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940. in accordance with the following provisions:

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 (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or Payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, 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]

**DRAFT AGREEMENT FOR CONSULTANCY SERVICES**



**THIS AGREEMENT**, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ---- day of -----(month), 200--.

between

-----  
----- (herein referred to as the “Client”) of the first part;

and

----- (herein referred to as “Consultant”), of the second part.

The Parties hereto agree as under: -

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Form of Contract, Letter of Acceptance, Form of Financial Proposal, Request for Proposal and Scope of Works/Service.
  - b) Addendum (if applicable);

## **1. ARTICLE 1: THE PROJECT**

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

## **2. ARTICLE 2: SCOPE OF SERVICES**

- 2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.

## **3. ARTICLE 3: TIME SCHEDULE**

- 3.1 **Effective Date of Commencement**

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

### **3.2 Time Schedule of Services**

The time schedule of Services is given in the attached Appendix B.

### **3.3 Extension of Time**

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

## **4. ARTICLE 4: MODE OF OPERATION**

### **4.1 Obligations of the Consultant**

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform

any part of the Services.

- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

#### **4.2 Obligations of the Client**

The Client shall provide to the Consultant:

- All necessary data/documents/reports, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

### **5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT**

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described.

### **6. ARTICLE 6: ADDITIONAL SERVICES**

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. the Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

### **7. ARTICLE 7: TERMINATION**

#### **7.1 End of Services**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

## **7.2 Termination by the Client**

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

## **7.3 Termination by the Consultant**

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

# **8. ARTICLE 8: FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

# **9. ARTICLE 9: RESOLUTION OF DISPUTES**

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

## 10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

## 11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

## 12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To:      The Client      -----  
-----  
-----

To:      The Consultant      Project Manager, -----  
-----  
-----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF  
(The Consultant)

FOR AND ON BEHALF OF  
(The Client)

Signed by: -----

Signed by: -----

Designation: -----

Designation: -----

(Seal)

(Seal)

Witness:

Signed by: -----

Witness:

Signed by: -----

**Manager Material Management  
PIC-MTI**

**Building & Maintenance Engineer  
PIC-MTI**

**Director Facilities  
PIC-MTI**

**Bio-Medical Eng  
PIC-MTI**

**Director Finance  
PIC-MTI**

**Hospital Director  
PIC-MTI**