

**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF SERVICES TO CONDUCT THE**  
**BI-ANNUAL KHYBER PAKHTUNKHWA HEALTH SURVEY**



**Health Department**  
**GOVERNMENT OF KHYBER PAKHTUNKHWA**

**REQUEST FOR PROPOSALS  
DOCUMENT (AFTER PRE BID)  
PROCUREMENT OF SERVICES TO CONDUCT THE  
BI-ANNUAL KHYBER PAKHTUNKHWA HEALTH SURVEY**



**Health Department**  
**GOVERNMENT OF KHYBER PAKHTUNKHWA**

## **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.

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## **Preface**

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



## **Section 1. Letter of Intent**

## ***Letter of intent***

*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Service Provider Firm :*

To: [*Name and address of Procuring Agency*]

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. [*insert numbers& Date of individual Addendum*], the receipt of which is hereby acknowledged, we, the undersigned, offer to perform the tasks as per Scope of work defined in these RFPs.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed:

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]



**Section 2. Instructions to Consultants**

## Instructions to Consultants

*[Note to the Procuring Entity, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Entity, shall be introduced only through the Data Sheet (e.g., by adding new reference Paragraphs)]*

### Definitions

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “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
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to which the Consultant subcontracts any Part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

## Section 2. Information to Consultants - Data Sheet

### 2. Introduction

2.1 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.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

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

2.4 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.

2.5 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

## Section 2. Information to Consultants - Data Sheet

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 and Sub Consultants) 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 and Sub Consultants) 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.

### Conflicting Relationships

3.2 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 working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

### 4. Fraud and Corruption

It is Government's policy that 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.

## Section 2. Information to Consultants - Data Sheet

- Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
5. Integrity Pact  
Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant 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)
6. Eligible Consultants  
6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible.  
6.2 Short listed consultants emerging from request of expression of interest are eligible.
7. Eligibility of Sub Consultants  
A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
8. Only One Proposal  
Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
9. Proposal Validity  
9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, 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.

## Section 2. Information to Consultants - Data Sheet

10. Clarification and Amendment in RFP Documents
- 10.1 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.
- 10.2 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.
11. Preparation of Proposals
- 11.1 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.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
12. 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.
13. Technical Proposal Format and Content
- 13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:
- (i) 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

## Section 2. Information to Consultants - Data Sheet

number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(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.

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

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last\_(PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

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

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

13.3. The Technical Proposal shall not include any financial

## Section 2. Information to Consultants - Data Sheet

information.

14. Financial Proposals
- 14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the 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.
15. Taxes
- 15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
16. Submission, Receipt, and Opening of Proposals
- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any



## Section 2. Information to Consultants - Data Sheet

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.

### 17. Proposal Evaluation

17.1 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.

### 18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant'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)**

18.2 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 secure minimum qualifying marks shall be returned unopened.

## Section 2. Information to Consultants - Data Sheet

### 19. Evaluation of Financial Proposals

19.1 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.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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

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

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

## Section 2. Information to Consultants - Data Sheet

20. Negotiations
- 20.1 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.
21. Technical negotiations
- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant 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.
22. 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).
23. Availability of Professional staff/experts
- 23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

## Section 2. Information to Consultants - Data Sheet

### 24. Award of Contract

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

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

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

### 25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the 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.

Section 2. Information to Consultants - Data Sheet

**Data Sheet**

	<ul style="list-style-type: none"> <li>• <b>Name of the Assignment is:</b> Execution of survey to assess Health Services in KP</li> <li>• <b>The Name of the PE’s official (s):</b> Director Procurement cell DGHS KP</li> <li>• <b>Address:</b> Ex fata Secretariat, Warsak road Peshawar</li> <li>• <b>Telephone:</b> 091-9210269</li> </ul>
	<p>The method of selection is: Quality Cost Based Selection (QCBS)</p> <p>The Edition of the Guidelines is: Single Stage Two envelope</p>
	<ul style="list-style-type: none"> <li>• <b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes, but in separate envelope</li> <li>• Single Stage - Two Envelope bidding procedure shall be followed. The said procedure is reproduced as follows:             <ul style="list-style-type: none"> <li>○ the bid shall be a single sealed packet/envelope containing two separate sealed envelopes in it, comprising separately the financial and the technical proposals;</li> <li>○ each respective envelope shall be marked as “Financial Proposal” and “Technical Proposal” as the case may be;</li> <li>○ in the first instance, the “Technical Proposal” shall be opened, and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the PE;</li> <li>○ Procurement Committee shall evaluate the technical proposal in the manner prescribed below in section IX of this document, without reference to the price and shall reject any proposal which does not conform to the specified requirements;</li> <li>○ during the technical evaluation process, negotiation may be carried out which may include but not limited to offering an opportunity to bidders a discussion on technical proposal, the proposed technical approach and methodology, work plan, organization and staffing, logistics and reporting;</li> <li>○ after the evaluation and approval of the technical proposals, the financial proposals of the technically accepted bids will</li> </ul> </li> </ul>
	<p>The PE will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>• List of indicators</li> <li>• Inputs and Approval for study design</li> <li>• Sampling Technique</li> </ul>
	<ul style="list-style-type: none"> <li>• The Proposal submission address is: <b>Procurement cell DGHS KP</b></li> </ul>

**Section 2. Information to Consultants - Data Sheet**

	<ul style="list-style-type: none"> <li>• Pre-bid Meeting will be convened on 26<sup>th</sup> August 2021 at 10:30 AM at DGHS.</li> <li>• Interested Bidders must submit their sealed bids to the Office of the Director Procurement, DGHS Khyber Pakhtunkhwa, Warsak Road Peshawar (Old FATA Secretariat) on or before 2 PM <b>on 24<sup>th</sup> September 2021</b>. Technical bids will be opened on the same day at 2:30 PM in the presence of those bidders or their representatives, who choose to attend the process</li> </ul>
	<ul style="list-style-type: none"> <li>• Expected date for commencement of consulting services: December 2021</li> </ul>
	<ul style="list-style-type: none"> <li>• Proposal's validity that shall not be more than 90 days.</li> </ul>
	<ul style="list-style-type: none"> <li>• Clarifications may be requested not later than five days before the submission date.</li> <li>• The address for requesting clarifications is: Procurement cell DGHS till time and date of Pre-Bid Meeting</li> </ul>
	<p>E-mail: <a href="mailto:pcdghs@gmail.com">pcdghs@gmail.com</a></p>
	<p>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.</p> <p>Joint venture / Consortium are eligible for this tender, as long as the joint venture is compliant with section of f form Tech. 2.</p>

**Section 2. Information to Consultants - Data Sheet**

11.2	The estimated number of professional staff-months required for the assignment
13.1	The format of the Technical Proposal to be submitted is: Tech Forms
13.2(vii)	Training is a specific component of this assignment: Yes
14.1	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable</i></p> <p><i>Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i></p> <p>All Activities need to finance as per Scope of Works and if finances are not mentioned in the Financial proposal it will be assumed that it is included in other heads.</p> <ol style="list-style-type: none"> <li>(1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for Consulting Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not Covered in the foregoing.</li> </ol>

**Section 2. Information to Consultants - Data Sheet**

15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable : Yes
	Consultants to state local cost in the national currency: Yes
	<p>Consultant must submit the original and One copy of the Technical Proposal, and the original of the Financial Proposal.</p> <p>Shortlisted Consultants may associate with other shortlisted Consultants: No</p>
13.1	<p>The Service provider will be asked to present the Technical Proposal &amp; Methodology to the Procurement Committee, which will be final opportunity for clarification of submitted bid. The Presentation shall only be taken from the qualified bidders i.e. qualifying the minimum qualification requirement as per RFP.</p> <p><b>Technical Proposal Score (80 out of total 100)</b></p> <p>The evaluation team will evaluate and score each proposal that meets the initial pass/fail requirements by assessing each bidder's ability to provide the services based on the scoring system below. Information from the Financial Proposal will not be available to the technical evaluation team during their evaluation.</p> <p>The Technical scoring criteria shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Technical approach &amp; Methodology for scope of work as per RFP= 25 marks (Excellent = 25 marks, good = 20 marks, fair = 10 marks).</li> <li>2. Staff qualification (academics plus experience) = 10 marks</li> <li>3. Number of running and /or completed individual projects = 10 marks (two marks will be awarded for a single project up to a maximum of 10 marks for not more than 5 projects only).             <ol style="list-style-type: none"> <li>a. Projects worth Rs. 10 to Rs. 30 M = 1 mark per project and</li> <li>b. Projects worth Rs. 31 M and above = 2 marks per project up to a maximum of 5 projects.</li> </ol> </li> <li>4. No of survey conducted at international, National, Provincial &amp; District level = 20 marks.             <ol style="list-style-type: none"> <li>a. International level Health survey (Through international bidding process) will carry 4 Marks as major and 2 marks as minor participant upto max of 5 projects</li> <li>b. National level Health survey will carry 3 Marks as major and 1.5 marks as minor participant upto max of 5 projects</li> <li>c. Provincial level Health survey will carry 2 Marks as major and 1 marks as minor participant upto max of 5 projects</li> <li>d. District Level Health survey will carry 1 Marks as major and 0 marks as minor participant upto max of 5 projects</li> </ol> </li> </ol>



**Section 2. Information to Consultants - Data Sheet**

	<p>5. Annual financial turnover volume = 15 marks. Annual turnover of Rs. 50 M will have 5 marks. Each additional Rs. 10 M annual turnover will carry an additional mark of 1 up to a maximum of 10 additional marks.</p> <p>6. Health care projects = 10 marks. The presence of 2 such projects will carry 5 marks each. Any additional projects in health care shall carry 1 mark each up to a maximum of 10 marks.</p> <p>7. No of public sector clients = 10 marks. Those having 2 such clients will have 5 marks. Each additional client will carry 1 mark.</p>
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24.2	Successful consultant is required to submit Performance security in form of Pay order, demand draft or bank guarantee (PE shall insert amount but not more than 10% of the contract amount).
5.1	Consultant undertakes to sign Integrity Pact (Ref...)
Minimum Qualification Criteria	<p>All proposals will have an initial pass/fail screening for the following requirements:</p> <ul style="list-style-type: none"> <li>a) Timely submission of Bid</li> <li>b) Separately sealed Financial and technical proposals;</li> <li>c) The bidder has at least 3 years of experience in providing Survey Services</li> <li>d) The Vendor must be a Public/Private Limited Company registered in Pakistan under SECP and should have been in operation for at least 3 years; In case of JV/Consortium the registration of both the partners shall be mandatory.</li> <li>e) The vendor or its wholly owned subsidiary providing Survey Services or the parent company of whom the vendor is a wholly owned subsidiary, providing Survey Services, must be registered with an authorized agency, as applicable.</li> <li>g) Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);</li> <li>i) Has not been officially blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory).</li> </ul> <p>Blacklisting scenario is contract</p>

Section 2. Information to Consultants - Data Sheet

<p>Minimum Qualification Criteria</p>	<p>All proposals will have an initial pass/fail screening for the following requirements:</p> <ul style="list-style-type: none"><li>j) Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment. i.e. Qualification &amp; Experience of following core team<ul style="list-style-type: none"><li>a. Manager Project having relevant qualification &amp; Experience</li><li>b. Operation &amp; event Manager with relevant qualification &amp; Experience</li><li>c. Research associate with relevant qualification &amp; Experience</li><li>d. Health System Research Person with qualification &amp; Experience</li></ul></li></ul> <p>Enumerators should be adequately qualified and educated to handle the nature of the survey mentioned.</p> <ul style="list-style-type: none"><li>k) Firm must be registered with KPRA</li></ul> <p>In case of non-availability of valid KPRA registration certificate only those firms will be considered responsive providing valid proof of apply for KPRA registration. However till the time of contract award the provision of valid KPRA registration certificate shall be compulsory.</p>
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## Section 3. Technical Proposal - Standard Forms

Responses to all proposal requirements must be addressed in the Technical Proposal. The Technical Proposal consists of a narrative description of how the bidder will manage all aspects of the Public Health Survey Services described in below -Scope of work (Project Specifications). Bidders may provide additional information or recommendations relevant for consideration in the determination of award of the contract(s).

### 3.1 Scope of Work

The Department of Health seeks to award contracts through this RFP process to a qualified responsive bidder/organization or joint venture of qualified responsive bidder / organizations / entities.

As described in the Introduction and Background sections, the purpose of this RFP is to secure the services of one or more qualified bidder(s) who will design and conduct an end to end survey, bi-annually for 2 years, which will guide the provincial government in designing healthcare reform. The survey will cover both the settled and the merged districts and the Department will provide NOCs where needed to facilitate the enumerators to collect data. The survey is to be conducted to measure the impact of reforms introduced at the start of every 6 months and will measure the following indicators in 4 areas:

1. **Immunization**
  - a. *Tuberculosis immunization coverage*
  - b. *Polio immunization coverage*
  - c. *Diphtheria, Pertussis and Tetanus (DPT) hepatitis B (HepB) and haemophilus influenza type B (Hib)*
  - d. *(PENTA) Immunization coverage*
  - e. *Measles immunization coverage*
  - f. *Full immunization coverage*
  - g. *Neonatal tetanus protection*
  - h. *Rotavirus vaccine coverage*
  - i. *Any other antigens that the Department decides to track the coverage of during the duration of the project*
  
2. **Antenatal and postnatal care**
  - a. *Content of antenatal care*
  - b. *Skilled attendant at delivery*
  - c. *Institutional deliveries*
  - d. *Caesarean section*
  - e. *Postpartum stay in health facilities*
  - f. *Postnatal health check for the newborn*
  - g. *Postnatal health check for the mother*

### Section 3. Technical Proposal - Standard Forms

#### 3. Nutrition and breastfeeding

- a. *Children ever breastfed*
- b. *Early initiation of breastfeeding*
- c. *Exclusive breastfeeding under 6 months*
- d. *Predominant breastfeeding under 6 months*
- e. *Continued breastfeeding at 1 year*
- f. *Continued breastfeeding at 2 years*
- g. *Duration of breastfeeding*
- h. *Introduction of solid, semi solid or soft foods*
- i. *Milk feeding frequency for breastfed children*
- j. *Bottle feeding*

#### 4. Basic indicators on household and demographic characteristics

The indicators mentioned above are subject to change upon revision from the Health Department if deemed appropriate. The organization will receive a questionnaire for the survey from the Department which may be altered by the organization if a technical authority in the organization decides that the change is needed to make the questionnaire more suitable to fit the purpose of the survey.

The organization will be responsible for designing the survey, collecting data from the field, conducting analyses to calculate indicators and publishing reports every February and July. The organization will be required to submit a detailed plan, with the timeline of each step in the process clearly identified. Strict adherence to these timelines will be required.

The bidder must provide the following services and meet the following standards.

##### 1. Hiring and training of staff

- a) The bidder must have sufficient staff to ensure all components of the survey are completed in a timely manner. The bidder must provide details of the structure to be put in place to conduct the survey. The staff must include but is not limited to management, enumerators and data analyzers. Data collectors must be able to communicate in Urdu, Pashto, Hindku and Saraiki languages and must have strong communication and interpersonal skills. Enumerators should be culturally competent with the language and region they would be dealing with and be capable of interviewing people of diverse backgrounds, including older adults, people with disabilities, teenagers, ethnic and religious minorities. All hiring and/or training may be overseen by the Department.

If the bidder decides to outsource any part of the contract to a third party, proper disclosure regarding services outsourced must be made to the Department to ensure transparency.

- b) The bidder will be responsible for training all staff members where necessary. Training must be conducted to ensure that enumerators are able to:
  1. understand the questionnaire
  2. successfully record responses from units using the technological devices deployed
  3. respect the units' privacy and,

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

4. respond appropriately in the case of non-responses or reluctance from units

#### **2. Sample design and methodology**

The bidder will be responsible to design the sampling framework and conduct sampling for each of the 36 districts. The bidder must follow a two-stage stratified sampling method to select Primary Sampling Units (PSUs) in the first stage, followed by selecting Secondary Sampling Units (SSUs) in the second stage. At this stage, the bidder must ensure to target only households with at least one child of upto 2 years of age. Specific households must be identified to conduct interviews at, in each PSU. The sample size must be reflective of the districts' share in the national and provincial population. The bidder must submit the details of the sampling methodology and framework to the Department before commencing data collection. All information used to calculate the sample size must also be shared with the Department to ensure transparency and accuracy. The bidder is required to get district wise sample sizes approved from the Department before initiating data collection.

#### **3. Data collection and fieldwork**

The bidder must bear complete responsibility to organize and conduct all of the fieldwork required to cover the sample households. The bidder must communicate the complete schedule and team structure for fieldwork to the Department. The arrangement of all vehicles, traveling and living allowances and any other logistics must be made by the bidder. Data collection by enumerators must be supervised by monitors designated by the bidder. In addition, the Department may make random spot checks at the data collection sites.

The bidder must use the CAPI (Computer Assisted Personal Interviewing) method to collect data. To implement CAPI, the bidder will be responsible to ensure the availability of all necessary technological devices and tools. These may include but are not limited to android phones/tablets for enumerators, a mobile application and a central database to record and collect all responses. The bidder must assume the responsibility to develop the application and/or software and the procurement of the phones/tablets if necessary.

In areas where mobile/internet connectivity renders the use of the application impossible, the bidder is allowed to use the PAPI (Pen and Paper Personal Interviews) to CAPI methodology. In such cases, the bidder must put in place strict regulations to design a robust mechanism for the accurate transfer of data to the software once it has been collected. This mechanism must be shared with the Department.

Additionally, the bidder may request the Department for support in case enumerators face any roadblocks during field activities. The Department will extend support wherever appropriate.

#### **4. Software development and scripting of the survey tool**

The bidder will be responsible to develop the software and the associated mobile application. The bidder must translate the survey questionnaire to Pashto, Urdu and/or any other regional language to ensure data collection across the entire sample. The questionnaire must be translated and scripted onto the application or software to be used for data collection.

#### **5. Data cleaning and analysis**

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

In addition to data collection, the bidder must be responsible for data cleaning and analysis, which includes but is not limited to, translation of responses, filtering of irrelevant information and calculation of indicators agreed upon.

Calculations must be based on a previously agreed upon tabulation plan which the bidder must develop with the Department's support.

#### **6. Report development and publishing**

The bidder must agree to develop a comprehensive report based on the analysis conducted to present the findings of the survey. All of the indicators agreed must be shown in the report.

The bidder must bear responsibility for the printing of reports. Reports must be printed and circulated every February and July and the bidder must ensure to adhere to these timelines to guarantee the survey's utility to the provincial government.

#### **6. Quality assurance and improvement**

The bidder shall have a written internal quality assurance (QA) plan for the monitoring and improving of services, which includes training and supervision of staff, ongoing performance assessment of the quality of information collected, and follow-up on identified issues. Any alteration of the frequency or strategy for monitoring shall only be made with prior approval of the Department. This includes, but is not limited to:

- a) Evaluation of data collection activities including monitoring of time taken to record responses from one household, abandonment rate, staff effectiveness, and use of management reports to improve performance.
- b) Provision of feedback to the Department regarding questions from units that the enumerators are unable to answer.
- c) The capability to gather and report on complaints, compliments and other service related comments/suggestions and protocol to respond to complaints.
- d) Performance assessment of services, staff training, and reporting to the Department.
- e) Provision of advice and recommendation to the Department regarding operations and management. Such responsibility shall include, but not be limited to, keeping the Department informed in a timely manner concerning any potential issues affecting the survey. The Department is not under any obligation to act on such advice or recommendations.

#### **Executive Summary**

The Executive Summary should provide an overview of the bidder's Technical Proposal and summarize the bidder's understanding of the performance requirements outlined in the RFP. Bidders should address the general scope of services and the manner in which they would be provided. It must not include any information concerning the cost of the proposal.

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be

### Section 3. Technical Proposal - Standard Forms

submitted, and Paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of Pages recommended.

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

FORM TECH-1. 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: \_\_\_\_\_

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

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



Form TECH-2. Consultant's Organization and Experience

***A - Consultant's Organization & Joint venture***

**1. Organizational Background and Experience**

- a) Bidders should describe the background, experience, and structure that qualify the bidder, and if applicable, its JVs, to undertake the functions and activities required in the RFP.
- b) Bidders are required to have a minimum of three years' experience in conducting household or similar surveys. Only those surveys will be considered which will be executed in at least 3 districts.
- c) Bidders should include a description of current contracts and responsibilities including a description of experience and/or current contracts, number and type of employees and sizes and description of customer base.
- d) Bidders must identify all its joint venture / consortium partners that it intends to use in fulfilling the requirements of this project and the relevant experience of each. The role of partner/s must be clearly defined and relevant experience must be described. The bidder must submit a letter from each planned joint venture / consortium partner, stating their commitment and ability to participate in the project described in the RFP and their understanding of what their responsibilities will be in relation to this project. (Please note that if the clear responsibility of any partner is not defined then relevant weightage as per criteria will not be given).
- e) Bidders must provide a list of surveys that the bidder has conducted within the last five years.

**2. Joint Venture / Consortium**

Joint venture / Consortium are eligible for this tender, as long as the joint venture is compliant with the following conditions:

- a) The bidders may form a joint venture of maximum two partners. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
- b) One partner of formulated joint venture will be designated the lead partner and would enter into a legal contract with the department and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the bid.
- c) There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
- d) All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Bid, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.
- e) Partners other than the lead would also be bound by the terms and conditions of the contract

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

***B - Consultant's Experience***

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20Pages.]*

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

Firm's Name:

### Section 3. Technical Proposal - Standard Forms

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PE

#### ***A - On the Terms of Reference***

#### ***B - On Counterpart Staff and Facilities***

##### **Staff Qualifications**

- a. Qualification & Experience of following core team
  - e. Manager Project having relevant qualification & Experience
  - f. Operation & event Manager with relevant qualification & Experience
  - g. Research associate with relevant qualification & Experience
  - h. Health System Research Person with qualification & Experience
  - i. Enumerators should be adequately qualified and educated to handle the nature of the survey mentioned.
- b) Demonstrate that the survey will be administered and managed by qualified management staff.
- c) Provide the proposed training strategy to train the staff and maintain continuing education, or refresher training, for existing staff. Describe the confidentiality policy and include an explanation of staff training in confidentiality.
- e) Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to provide the requested services.

### Section 3. Technical Proposal - Standard Forms

## Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the PE should omit the following text in Italic)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:*

*a) Technical Approach and Methodology,*

*Representative overall responsibilities of the consultant firm include:*

- (i) develop the sample frame for the baseline survey*
- (ii) design/adapt/refine (as appropriate) the baseline survey questionnaires*
- (iii) arrange for the questionnaires to be translated into relevant languages*
- (iv) pre-test the questionnaires1*
- (v) Incorporate changes into the questionnaires after pre-testing the questionnaires*
- (vi) hire and train the field supervisors and enumerators*
- (vii) plan the field work logistics*
- (viii) conduct a pilot survey and revise the questionnaire based on the findings of the pilot survey2*
- (ix) prepare survey implementation and questionnaire documentation e.g. enumerator supervision manuals, etc.*
- (x) supervise survey implementation and ensure quality control*
- (xi) develop the data entry program, supervise the project database, and arrange for data cleaning and entry*
- (xii) analyze and report the findings of the survey and provide datasets and final documentation.*

Serial No.	Area	Description
1	Paper or Digital Survey	At the bidder's discretion but data must be synced with PE at interval of no more than 7 days
2	All indicators addressed in methodology	Mandatory
3	Listing exercise	Shall be responsibility of service provider
4	Includes merged districts	Mandatory
5	2-step sampling	Mandatory
6	Confidence level	95%
7	Margin of error	Comparative assessment of margin of error – this assessment will be done indicator-wise

### Section 3. Technical Proposal - Standard Forms

8	Sampling technique	Probability proportional to size
9	Sample size	<ul style="list-style-type: none"> <li>Based on confidence intervals and margin of error, and actual weights as per recent-most data of PBS</li> <li>Bidder to submit sample sizes for entire survey and for each indicator separately</li> </ul>
10	Clusters	Tentatively a minimum of 855 clusters; Per-cluster cost to be accounted for in the financial bid if additional clusters are required
11	Coordination with PBS	Bidder to be responsible for cost and coordination of PBS data
12	Urban/Rural Addressed	Mandatory
13	Pilot Addressed	Optional
14	Question limit	No limit on questions in the questionnaire

*b) Work Plan, and*

*c) Organization and Staffing,*

*a) Technical Approach and Methodology.*

Provide a completed work plan outlining the implementation of this project. In all sections below, the bidder must address in detail how they will address all the program requirements included in Section 3.1, C. Detailed Project Specifications.

Describe bidder's proposed computer and data system, including hardware and software used for each type of major function. Representative overall responsibilities of the consultant firm include:

- (xiii) develop the sample frame for the baseline survey
  - a. Sample size and methodology as proposed in light of scope of work has to be approved by the PE.
- (xiv) design/adapt/refine (as appropriate) the baseline survey questionnaires
- (xv) arrange for the questionnaires to be translated into relevant languages
- (xvi) pre-test the questionnaires
- (xvii) Incorporate changes into the questionnaires after pre-testing the questionnaires
- (xviii) hire and train the field supervisors and enumerators
- (xix) plan the field work logistics
- (xx) conduct a pilot survey
- (xxi) Prepare survey implementation and questionnaire documentation e.g. enumerator supervision manuals, etc.
- (xxii) supervise survey implementation and ensure quality control
- (xxiii) develop the data entry program, supervise the project database, and arrange for data cleaning and entry
- (xxiv) Analyze and report the findings of the survey and provide datasets and final documentation.

### Section 3. Technical Proposal - Standard Forms

(xxv) Amend the design or Methodology based on experience of initial/previous survey/s and get it approved from appropriate forum.

a) Data collection and capacity building

- I. Describe how the survey will be organised for the duration of the contract
- II. Describe how the bidder will initiate data collection after being notified by the Department and how the bidder will ensure sufficient staff and logistics to cover all households in the sample
- III. Describe staff training and how the bidder will ensure that enumerators are culturally competent, have sufficient oral and written communication skills, and have the ability to handle inquiries from units in a courteous and professional manner, including responses in crisis situations and/or from irate units.

b) Sampling methodology

- I. Ensure two-stage stratified sampling, mentioned in section 3.1 is used. Describe in detail all of the steps and resources that will be taken to calculate the sample size. Calculate and share district level sample sizes with the Department before initiating data collection.

c) Software application and tablets/phones

- I. Describe the development of the data collection tool (software application) to be used for the survey. Describe in detail how information will be collected and integrated at a central database for analyses using the software developed

d) Timelines

- I. Describe how the bidder will ensure all timelines are met. Provide a detailed breakdown of activities and respective timelines in the form of a gantt chart.

e) Data analysis

- I. Describe the bidder's ability to calculate the indicators mentioned above, based on the tabulation plan agreed upon with the Department. Describe the resources the bidder will use to conduct data analysis.

f) Report writing and publishing

- I. Describe the bidder's capability and resources to develop comprehensive reports every February and July. describe how the bidder will plan to ensure the reports are printed and shared with the Department in a timely manner.

g) Management Reports

- I. Describe the bidder's capability to submit detailed management reports, as well as summary reports.

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- II. Describe the quality control measures in place to assure accuracy and timeliness of all reports.
- h) Quality Assurance and Improvement
  - I. Describe how the bidder will assess performance of data collection services, staff training, and reporting to the Department.
  - II. Describe how the bidder will assist the Department to conduct monitoring of services and mechanisms deployed by the bidder. Provide indicators or reference points for the Department to conduct retrospective, real-time and prospective monitoring throughout the duration of the contract.
- i) Gantt Chart for work plan.
- c. Work Plan.

*Bidders are expected to write up there work plan here.*
- d. Organization and Staffing.

#### Staff Qualifications

- a. Qualification & Experience of following core team
  - a. Manager Project having relevant qualification & Experience
  - b. Operation & event Manager with relevant qualification & Experience
  - c. Research associate with relevant qualification & Experience
  - d. Health System Research Person with qualification & Experience
  - e. Enumerators should be adequately qualified and educated to handle the nature of the survey mentioned.
- b) Demonstrate that the survey will be administered and managed by qualified management staff.
- c) Provide the proposed training strategy to train the staff and maintain continuing education, or refresher training, for existing staff. Describe the confidentiality policy and include an explanation of staff training in confidentiality.
- e) Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to provide the requested services.

## PROPOSAL REQUIREMENTS

### A. GENERAL SUBMISSION REQUIREMENTS

A Technical and financial Proposal must be submitted in response to this RFP. The requirements established by this RFP for proposal content and format will be used to evaluate proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP.

### Section 3. Technical Proposal - Standard Forms

The Technical and Financial Proposals must be submitted in separate sealed envelopes/packages and placed in a third package. The two sections should be marked as follows: “Technical Proposal Public Health Survey Services” and “Financial Proposal-Public Health Survey Services”. Each section should be identified with the name of the bidder and RFP.

All evidence and documentation requested under this RFP must be provided at the time the proposal is submitted. Proposals may also be submitted directly to the procurement section of the health department by **2 o’clock on 14-01-2020**.

#### **METHOD OF AWARD**

The Department will conduct a comprehensive and impartial evaluation of all proposals submitted through the procurement committee of health department. The evaluation committee will be composed of members of the Department qualified to evaluate the components of this procurement.

At the discretion of the Department of Health, all bids may be rejected. The technical and financial proposals will be evaluated separately. The results of the technical and financial evaluations will be weighted and combined for purposes of awarding contracts. Evaluation of the bids will include, but not be limited to the following considerations:

- meeting the RFP requirements;
- an assessment of the bidder’s experience and qualifications;
- the technical merit of the proposal;
- the clarity of the proposal; and
- the total project cost.

Serial No.	Area	Description
1	Paper or Digital Survey	At the bidder’s discretion but data must be synced with PE at interval of no more than 7 days
2	All indicators addressed in methodology	Mandatory
3	Listing exercise	Shall be responsibility of service provider
4	Includes merged districts	Mandatory
5	2-step sampling	Mandatory
6	Confidence level	95%
7	Margin of error	Comparative assessment of margin of error – this assessment will be done indicator-wise
8	Sampling technique	Probability proportional to size



### Section 3. Technical Proposal - Standard Forms

<b>9</b>	Sample size	<ul style="list-style-type: none"><li>• Based on confidence intervals and margin of error, and actual weights as per recent-most data of PBS</li><li>• Bidder to submit sample sizes for entire survey and for each indicator separately</li></ul>
<b>10</b>	Clusters	Tentatively a minimum of 855 clusters; Per-cluster cost to be accounted for in the financial bid if additional clusters are required
<b>11</b>	Coordination with PBS	Bidder to be responsible for cost and coordination of PBS data
<b>12</b>	Urban/Rural Addressed	Mandatory
<b>13</b>	Pilot Addressed	Optional
<b>14</b>	Question limit	No limit on questions in the questionnaire



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

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]*: \_\_\_\_\_
2. Name of Firm *[Insert name of firm proposing the staff]*: \_\_\_\_\_
3. Name of Staff *[Insert full name]*: \_\_\_\_\_
4. \_\_\_\_\_ Date \_\_\_\_\_ of \_\_\_\_\_ Birth:  
\_\_\_\_\_ Nationality: \_\_\_\_\_
5. \_\_\_\_\_ Ed  
ucation *[Indicate college/university and other specialized education of staff member, giving  
names of institutions, degrees obtained, and dates of obtainment]*: \_\_\_\_\_
6. Membership of Professional Associations: \_\_\_\_\_
7. Other Training *[Indicate significant training since degrees under 5 - Education were  
obtained]*: \_\_\_\_\_
8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*:
9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading,  
and writing]*:
10. Employment Record *[Starting with present position, list in reverse order every employment held by staff  
member since graduation, giving for each employment (see format here below): dates of employment, name of  
employing organization, positions held. ]*:

From *[Year]*: \_\_\_\_ To *[Year]*:

Employer: \_\_\_\_

Positions held: \_\_\_\_\_

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

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be Performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: Year:</p> <p>Location:</p> <p>PE:</p>
	<p>Main project features: Positions held:</p>
	<p>Activities Performed:</p>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

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

N°	Name of Staff	2 Staff input (in the form of a bar chart)												Total staff-month input		
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field <sup>3</sup>	Total
<b>Foreign</b>																
1		[Home]														
		[Field]														
2																
3																
n																
												<b>Subtotal</b>				
<b>Local</b>																
1		[Home]														
		[Field]														
2																
n																
												<b>Subtotal</b>				
												<b>Total</b>				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

**Full time input**

**Part time input**



## Section 4. Financial Proposal - Standard Forms

The Department seeks to award contracts for Survey Services services on the basis of cost per enumerator and the cost of deploying the management, monitoring and analytical workforce and developing and deploying the necessary software, databases, mobile apps and dashboards. The Cost Proposal Worksheet must be completed. All costs must be inclusive of all activities necessary to implement the Survey Services as described in this RFP.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

Form FIN-1. Financial Proposal Submission Form.....	33
Form FIN-2. Summary of Costs .....	34
Form FIN-3. Breakdown of Costs by Activity <sup>1</sup> .....	35
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	36
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	38

FORM FIN-1.

FINANCIAL 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 Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>4</sup><sup>5</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

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

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

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

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

---

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

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



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

Item	Costs in PKR	
Total Costs of Financial Proposal <sup>2</sup>		

- 1** Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2** Indicate the total costs excluding local taxes to be Paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-2. SUMMARY OF COSTS

<b>Group of Activities (Phase):</b> <sup>2</sup>	<b>Description:</b> <sup>3</sup>
<b>Cost component</b>	<b>Costs</b>
	<i>[Indicate in PKR # 7]<sup>4</sup></i>
Remuneration <sup>5</sup>	
Reimbursable Expenses <sup>5</sup>	
Subtotals	

FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):				
Name <sup>2</sup>	3 Position	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	Cost in PKR
		[Home]		
		\Field\		
		[Home]		
		\Field\		
Total Costs				

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.**
- 4 Indicate separately staff-month rate and currency for home and field work.**
- 5 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.**
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.**

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

**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)<sup>6 7 8 9</sup>

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
Local Staff		
		\Home 1
		\Field\

- 
- 6 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.**
  - 7 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).**
  - 8 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.**
  - 9 Indicate separately staff-month rate and currency for home and field work.**

## Sample Form

Consulting Firm:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to Pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

*[Name of Consulting Firm]*

Signature of Authorized Representative

Date

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

Title:

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

**Consultant’s Representations Regarding Costs and Charges**

(Expressed in *[insert name of currency]*)

<b>Personnel</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Name</b>	<b>Position</b>	<b>Basic Salary Per Working Month/Day/Year</b>	<b>Social Charges<sup>1</sup></b>	<b>Overhead<sup>1</sup></b>	<b>Subtotal</b>	<b>Fee<sup>2</sup></b>	<b>Away from Headquarters Allowance</b>	<b>Proposed Fixed Rate Per Working Month/Day/Hour</b>	<b>Proposed Fixed Rate Per Working Month/Day/Hour<sup>1</sup></b>
<b>Home Office</b>									
<b>Field</b>									

- 1. Expressed as Percentage of 1
- 2. Expressed as Percentage of 4

## 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.



## General Condition of Contract

- (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) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

### 1.2 Law Governing Contract

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

### 1.3 Language

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

### 1.4 Notices

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

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

### 1.5 Location

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

### 1.6 Authority of Member in Charge

In case the Consultant 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.

## **1.9 Fraud Corruption**

### **General Condition of Contract**

#### **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, Sub-Consultants, 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).

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by 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**

**2.6.1 By the PE**

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the 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 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.

**General Condition of Contract**

**2.6.3. Payment  
Upon  
Termination**

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

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

**3. OBLIGATIONS OF THE 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 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.

## General Condition of Contract

- 3.2.3 Prohibition of Conflicting Activities** 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.
- 3.3 Confidentiality** 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 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 Accounting,  
Inspection and  
Auditing**

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.).

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

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

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, 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

## General Condition of Contract

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

### 5. OBLIGATIONS OF THE PE

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

### 6. 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



## **General Condition of Contract**

### **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.

## Special Condition of Contract

{1.6  
}

### III. Special Conditions of Contract

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

Number of Amendments of, and Supplements to, Clauses in the  
GC Clause General Conditions of Contract

{1.1} Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public

Procurement Rules 2014.

{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. The Authorized Representatives are:

7

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

## Special Condition of Contract

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:
  - (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)

## Special Condition of Contract

any documents prepared by the Consultant in the Performance of the Services.

{3.5(c)} *Note: Delete what is not applicable*

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

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

*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.”*

6.1 Performance security shall not exceed 10% of contract amount

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

## Special Condition of Contract

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:

## Special Condition of Contract

### 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]

## Special Condition of Contract

### Contract

**THIS CONTRACT** (hereinafter called the “Contract”) is made on .....between the Health Department, Government of Khyber Pakhtunkhwa (*hereinafter called the “Client”*) and Messrs. \_\_\_\_\_) (hereinafter called the “Consultant”)

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the Contract (Hereinafter called the “Services”)
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

**NOW THEREFORE**, the parties hereto hereby agree as follows:

The attached Appendix A shall be deemed to form an integral part of this Contract.

#### I. DEFINITIONS

The following terms have the following meanings unless the context requires otherwise:

“**Fees**” mean Consultant’s Fees for the Services as set out in the Statement of Work/Pricing Schedule for the Services detailed in the attached Appendix A;

“**Confidential Information**” means all information that relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or which may reasonably be regarded as the confidential information of the disclosing party;

“**FTE**” means full time employee of consultant required for the delivery of the Services.

“**Consultant’s Materials**” means all, software, Technology, and other intellectual property related to the provisions of the Services provided by Consultant;

“**Request for Proposal**” means the Bidding documents so prepared by the Consultant for the procurement of Survey Services for the Khyber Pakhtunkhwa Health Survey, in compliance to which Client submitted their bid (Technical & Financial) and on the basis of which this contract is being awarded to Client.

“**Standard Terms and Conditions**” means these terms and conditions contained in this agreement;

“**Statement of Work**” means the document containing the scope of Services to be performed by Consultant and other related terms as agreed in writing between the parties. The document will be deemed an integral part of this Contract.

“**Working Day**” means any day Consultant provides the Services to the Client as detailed in the Statement of Work.

#### II. TERMS & CONDITIONS

##### 1. THE SERVICES

1.1 The Client hereby appoints Consultant to provide the manpower and Technology Services set out in the Statement of Work and Consultant hereby accepts such appointment, subject to and in accordance with the terms and conditions of this Agreement.

##### 2. DURATION

This Contract be effective from December 2021 **till end of** December 2023; this Contract may be renewed with mutual consent of both parties for another term, if deemed appropriate by DoH Govt. of Khyber Pakhtunkhwa on the existing terms and conditions or the terms and conditions to be agreed between both parties at that time.

## **Special Condition of Contract**

### **3. PAYMENT TERMS**

3.1 The Client agrees to pay the Fees as set out in the Statement of Work/Pricing Schedule in compliance to RFP.

3.2 Ongoing fees and/or any other charges will be invoiced to the Client monthly in arrears. Charges for each service shall be calculated from the signing date of this Contract.

3.3 Payment shall be made by the Client within 30 days from receipt of correct invoice.

3.4 All invoices and payments under this Contract shall be subject to Sales Tax on Services, withholding tax and any other taxes as applicable under the law.

### **4. WARRANTIES AND LIABILITY**

4.1 In providing the Services to the Client, Consultant will use the highest-level skill, care & professionalism.

4.2 In any event Client shall not be liable to the Consultant for any other special, indirect or consequential loss whatsoever. Furthermore, in case of damage of the software &/or Hardware System of the survey, Consultant Shall be liable to secure the data till the time of incidence and provide to party one accordingly.

4.3 Consultant shall ensure that the Client may at all times monitor the services and the flow of information through provision of direct access to the online reporting panel to the Client.

4.4 Each provision of this Clause limiting or excluding liability operates separately and shall survive independently of the other provisions.

4.5 The maximum aggregate liability of the Consultant under this Contract shall not exceed 10% of the amount paid by the Client to Consultant under this Contract.

### **5. CONFIDENTIALITY**

5.1 Both Parties shall treat the information it gathers about the either party are strictly confidential and shall use all reasonable measures to safeguard such information from unauthorized disclosure &/or reproduction &/or use.

5.2 Any person it employs or so engages shall only use the Confidential Information for the purpose of the Services Utilization of the Confidential Information any other purpose is strictly prohibited

5.3 Both Parties take all reasonable precautions to ensure that all Confidential Information disclosed by the either party is not disclosed to any third party without prior written approval.

5.4 The provisions of this Clause 5 shall not apply to any information which:

5.4.1 Is or becomes public knowledge other than by breach of this Clause 5;

5.4.2 Is already known to the other party without restriction before the date it is received; or

5.4.3 Is received from the third party who lawfully acquired it and who is under no obligation restricting its disclosure.

5.5 The Confidentiality obligations referred to hereinabove shall survive termination or expiration of the Contract and/or any amended Statement of Work for maximum time duration as defined in clause 2 of this contract.

### **6. PROPRIETY RIGHTS**

6.1 Consultant shall retain and acquire ownership of copyright in all Consultant's materials owned by it prior to the effective date.

6.2. All ownership to Intellectual Property Rights (IPR) shall remain with Consultant whether or not specifically recognized or perfected under the laws in the Territory. All ownership to IPR of Information (Foreground and Background Information) such as but not limited to drawings, specifications, manuals, documentations, data and Software disclosed to the other Party by



## **Special Condition of Contract**

disclosing Party shall remain with the disclosing Party. Access to all the aforementioned documents shall be available to the Client for review, alteration and approval required time to time.

6.3 Without limiting any other right of the Client in law or otherwise, the Client will own all data collected, stored and produced through any Software after the date such Software is delivered under this Contract.

6.4 Neither Party will take any action that jeopardizes any IPR of the other Party.

6.5 The Client warrants and represents to Consultant that it has the ability to grant the rights to any material it supplies to Consultant in order for Consultant to carry out the Services.

### **7. MEDIA ACTIVITY**

Detail of any media activity being undertaken by the Client for any advertising campaign launched by Client may be shared with the Consultant.

### **8. TERMINATION**

8.1 Either party may terminate this Contract without cause at 10 days' notice to the other party.

8.2 Either party may terminate this Contract by giving the other party written notice to this effect if that party is in breach of a material obligation specified in the Statement of Work and/or a material term of this Contract and has failed to remedy that breach within 30 days after being given a written notice requesting the breach to be remedied.

8.3 In event of termination, any clause or obligation which is meant to survive termination or expiry shall do so.

### **9. FORCE MAJEURE**

Neither party shall be liable to other party for any loss or damage which may be suffered by the other due to any cause beyond other party's reasonable control including, but not limited to, any failure of telephone or database systems &/or acts of God &/or terrorism &/or flood &/or drought &/or lightning or fire &/or strike &/or lock-out &/or trade dispute &/or labor disturbance &/or the act or omission of government &/or telecommunications operators or administrators or other competent authorities &/or war &/or military operation or difficulty &/or delay or failure in manufacture &/or production or supply by third parties of materials or equipment necessary to carry out the Agreement. However, Consultant Shall be responsible for managing all means to minimize the risk measure of all the tasks.

### **10. NOTICES**

Any notice, which may be given under this Contract, shall be deemed to have been given if sent by post &/or fax &/or official email address to the respective addresses as of the parties as stated in Statement of Work. In case of the postal service, delivery shall be presumed to have occurred 2 working days after posting and in the case of a fax or email, 4 hours after receipt by the sender of a transmission report showing delivery provided such transmission is made between Monday to Friday and between the hours of 9:00 -17:00 (Pakistan)

### **11. TAXES AND FEES**

11.1 In the event that new or increased (when compared to the duties and taxes applicable as the date of this Contract) duties or taxes (i.e. taxes other than income tax) are levied by the relevant Government on the importation, the parties shall agree on the manner by which such new, existing or increased duties or taxes will be paid. The party which is liable to pay under such new tax law or change in the existing law by the Government will pay such tax of its part.

### **12. GENERAL**

12.1 In the event of any material breach by a party of its obligations or responsibilities under this Contract, the breaching party shall hold the other party's and their officers, directors, employees and representatives harmless and indemnified from and against any and all loss,

## Special Condition of Contract

damage, liability, payment and obligation and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustain or required to be paid, directly by or sought to be imposed upon the non-breaching parties.

12.2 This Contract may only be modified if such modification is agreed in writing by a duly authorized officer of Client and the Consultant

12.3 Failure by either party to exercise or enforce any right under this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of any right on any later occasion.

12.4 Clauses hereof shall be deemed to be independent and the invalidity of any such clause which may be unenforceable as being contrary to the principles of law shall not affect the validity of any other clause of this Contract.

12.5 This Contract shall not create any rights that shall be enforceable by third parties against either of the Parties.

### 13. DISPUTE RESOLUTION

13.1 If any dispute or difference arises between the Parties in connection with this Contract or the transactions/services contemplated herein, the Parties undertake to use all reasonable endeavors, in good faith, to settle the dispute or difference by negotiation. If any dispute cannot be resolved within twenty-one (21) days of it arising, the matter/issue shall be referred to arbitration.

13.2 If the Parties are unable to settle the dispute or difference by negotiation, either Party may refer the dispute or difference to be settled by arbitration to be held in Pakistan in accordance with the provisions of Arbitration Laws.

13.3 This Contract shall be governed and construed in accordance with the laws of Pakistan. The courts of Pakistan shall have jurisdiction in respect of disputes arising hereunder.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by their respective duly authorized representatives.

For and on behalf of  
**Client**

Sign: \_\_\_\_\_  
Name:  
Position:  
CNIC No.  
Address:  
Date:

For and on behalf of  
**Consultant**

Sign: \_\_\_\_\_  
Name:  
Position:  
CNIC No.  
Address:  
Date:

Witness 1:

\_\_\_\_\_  
Name:  
Title:  
CNIC No.

Witness 2:

\_\_\_\_\_  
Name:  
Title:  
CNIC No.

**Contract**

CONTRACT