**2022**

6/10/2022



**STANDARD BIDDING DOCUMENTS**

**FOR**

**Hiring of Firm/Company/Developer for Health Management Information System.**

***Procurement Ref No: HCC/HO/HMIS/2022***

***Last Date/Time for Submission: 30th Sep. 2022 at 11:00 hrs***

***Bid Opening Date/Time: 306h Sep. 2022 at 11:30 hrs***

KP Health Care Commission

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Forms and templates

# Notice Inviting Tender

Khyber Pakhtunkhwa Health Care Commission, invites sealed bids for the Acquisition & Implementation of Health Management Information System Software (Licensed open-source technology). The interested firms need to be Authorized Partners of the proposed solution, certified and financially capable. Further participating firms need to be registered with the SECP/relevant body, KPRA and Income Tax departments, Government of Pakistan and should be on the Active Taxpayers List (ATL) of FBR.

Interested eligible bidders may download Bidding Documents from the website of Khyber Pakhtunkhwa Health Care Commission (<https://hcc.kp.gov.pk>) containing detailed specifications of items and other terms and conditions. Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope up to ­­­September 30, 2022 at (Khyber Pakhtunkhwa Health Care Commission Sector B3 Phase V Hayatabad Peshawar­­­. Technical proposal will be opened on the same day i.e. September 30, 2022 at 12:00 PM in the KP HCC Head Office in the presence of bidders/ their representatives, who would care to be present at the time of opening of bids. Financial proposals will be opened later on, after the completion of technical evaluation procedures. The proposals received after due date and time will not be considered.

Pre-bid meeting with the interested bidders will be held on 26/09/2022 at 11:00Hrs at Khyber Pakhtunkhwa Health Care Commission Head Office Peshawar.

**Director Operations and Business Support**

**Khyber Pakhtunkhwa Health Care Commission**

**Sector B-3, Phase V Hayatabad, Peshawar**

**Contact: +92 91 9217791**

**Email: kphealthcarecommission@gmail.com**

# Instructions to Consultants

Definitions

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

1. 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. 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.
3. 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.
4. Procuring Entity may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

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.
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:

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.

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

Conflicting

Relationships

1. They are on leave of absence without Pay;
2. They are not being hired by the Entity they were working for, six months prior to going on leave; and
3. 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.

5. Integrity Pact

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

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

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. Eligible Consultants

1. Short listed consultants emerging from request of expression of interest are eligible.

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

1. Eligibility of

Sub Consultants

1. 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.

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.

9. Proposal Validity

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. Clarification and Amendment in RFP Documents

1. 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.
2. 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. Preparation of Proposals

1. 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.

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.

12. Language

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

13.Technical Proposal Format and Content

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

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

1. The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
2. 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.
3. 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).
4. 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).
5. 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.
6. 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).

Any additional information requested in the Data Sheet.

* 1. The Technical Proposal shall not include any financial information.

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.

14.Financial Proposals

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.

15. Taxes

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. Submission, Receipt, and Opening of Proposals

1. 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.
2. 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.
3. The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.
4. 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.

17. Proposal Evaluation

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

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.

18. Evaluation

of Technical Proposals

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

**Public Opening and Evaluation of Financial Proposals:**

**(LCS, QCBS, and Fixed Budget Selection Methods Only**)

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

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un opened.

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. Evaluation of Financial Proposals

1. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
2. In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
3. In case of Quality and Cost Based Selection QCBS Method

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

1. In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.
2. 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

20. Negotiations

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.
2. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP.

22. Financial negotiations

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.

23. Availability of

Professional

staff/experts

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. Award of Contract

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

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

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.

25. Confidentiality

# Introduction of the Procuring Entity

Regulation of healthcare services is a priority of the Government of Khyber Pakhtunkhwa and in order to ensure quality of care and safety in health care system in Khyber Pakhtunkhwa, the provincial government established the Khyber Pakhtunkhwa Health Care Commission (KP HCC) in 2015. The KP HCC is an autonomous body governed by the Khyber Pakhtunkhwa Health care Commission Act, 2015. The Act envisages regulation of both public and private health care establishments in the province to improve quality.

The commission is mandated to provide protection to the people of the province in securing their right to quality healthcare through eradication of quackery and other malpractices, setting standards for all types of medical practice, including but not limited to allopathic and alternative medicines (Homeopathy, Ayurvedic and Tibb). KP HCC carries out this function through registration and licensing of the health care establishments.

Health Care Commission is an autonomous body with its own Board of Commissioners. The Board is nominated by the Government of Khyber Pakhtunkhwa for a term of three years and is headed by the Chairman. The Commission is led by the Chief Executive Officer and implementation is carried out through five directorates, namely, Clinical Governance, Licensing & Registration, Patients’ Rights & Complaints, Operations, and Finance. The KP HCC works through its Headquarter in the provincial capital and five Zonal Offices in Swat, Peshawar, Abbottabad, Bannu and Malakand.

# Eligibility

The participating firms shall fulfill the following criteria to be considered eligible for technical evaluation

* SECP/relevant body registration;
* KPRA registration;
* Certified by proposed Software Manufacturer;
* Partners for proposed licensed open source ERP;
* At least one completed Autonomous body/ government project as a certified implementation partner of the proposed software manufacturer; and
* Financial Capability: Revenue more than PKR 50 million per year in last three years.

Registrations, certifications, audited financial statements, completion certificate/user acceptance evidencing the above eligibility criteria shall be provided as part of the technical bid.

# Data sheet

|  |  |
| --- | --- |
| Particular | Description |
| Bid Selection Method | QCBS (Signal Stage Two Envelop) |
| Submission date& Venue | 30th September 2022 at 11:00 Hrs |
| Submission copies | one original technical bid (+ 2 copies) and one original financial bid only in English. |
| Bid Security | 2% (total bid value) |
| Joint venture & Consortium | Allowed |
| Notice Inviting Tender | 14th September 2022 |
| Request for Proposal | 14th September 2022 |
| Estimated timeline for the project | 4 months |
| Team (minimum) | Project Director  Project Manager  Functional Consultant  Technical consultant  Quality Assurance |
| Clarifications | Clarifications may be requested not later than five days before the submission date.  The address for requesting clarifications is:  Email: kphealthcarecommission@gmail.com |
| Integrity Pact | Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million. |
| Performance Security | Successful consultant is required to submit Performance security in form of Pay order, demand draft or bank guarantee (10% of the contract amount). |
| Remuneration type | Based on milestones |
| Currency of Bid | Consultant to give financial bid in local currency (PKR) subject to prevailing taxation laws. |
| Proposal Validity | 90 days |
| Demonstration | Date and venue shall be communicated |
| Technical Evaluation | Shall be communicated |
| Financial Evaluation | Date and venue shall be communicated |
|  |  |
| Negotiation (if any) | Date and Venue shall be communicated |
| Project Award | Shall be communicated to successful bidder |
|  |  |
| Inception report | 15 days of award of contract |
| Gap analysis report | 20 days of award of contract |
| Installation & Configuration (modular if required) | Proposed by consultant considering estimated time line. |
| Bi-weekly project report | Bi-weekly |
| Data Migration report | Proposed by consultant considering estimated time line. |
| User training manuals | Proposed by consultant considering estimated time line. |
| Configuration documents | Proposed by consultant considering estimated time line. |
| Project implementation final report | Within 4 months of inception report |
| Handover of source code and completion | Proposed by consultant considering estimated time line. |

# Project Overview

The KP Health Care commission hereby requests your best bid/proposal for acquisition and implementation of an off the shelf open-source Licensed Enterprise Resource Planning/ Health Management Information System (hereinafter HMIS) system as per the terms and conditions mentioned in this request for proposal (hereinafter RFP).

The HMIS system is expected to introduce efficiencies in the administration and day to day activities of the commission across its head office and zones. Some of the key outcomes include but are not limited to the following:

* Strive towards a paperless environment
* Digitization of records
* Health Care Establishment (herein after HCE) life cycle management
* Automation of day to day activities
* Real-time reporting and MIS dashboards
* Workflow efficiencies

# Terms of Reference

The Commission wishes to acquire an off the shelf licensed web based HMIS system with 1 year support services after implementation and Go-live. The following deliverables will be required as part of the project:

* Inception report
* Business process re-engineering &Gap analysis report
* Bi-weekly project report
* Data Migration report
* User manuals& training material
* Configuration documents
* Project implementation report

The following are the key components of the solicited system.

## Group/Role based Access & User Management

The Commission wish to implement a system which allows for creation of different access permissions to various users based on their actual job descriptions and proper audit trail should be maintained of all transactions conducted by the various users. The mechanism may be achieved by defining roles or groups and allocation likewise.

## Licensing & Registration Module

The system should have the capability of defining the various types of HCEs (Hospital, clinics, Tibb etc.) and maintain the various details mentioned as under, (but not limited to):

* MSDS categorization
* HCE facilities
* Staff on board
* Specialist staff on board
* Nurses & Paramedics
* Qualifications of personnel
* Ownership details
* Registration details of staff
* Registration details of HCE
* Status and renewal

The services provided by the commission including registration, licensing, renewals, inspections monitoring etc. are to be based upon the above mentioned criteria and are to be accounted for using the relevant accounting models mentioned underneath.

## Financial Management Module

The Commission wishes to implement a system that allows for an integrated finance system. The key components that the commission envisages are as follows:

### General Ledger

The system should have the capability to define the chart of accounts as per the specifications of the commission. A general ledger based on the chart of accounts should be integrated to various modules being implemented as per the system requirements established in this document. For instance the GL should be integrated to budgeting, payroll, inventory modules etc.

The following reports are expected (but not limited to)

* Profit & Loss
* Balance Sheet
* Cash Flow statement
* Trial Balance

### Budgeting module

The system should allow for maintaining various versions and forms of budgets including operational and developmental budgets and should be integrated with the financial modules ensuring budget utilization is tracked in real-time and any over and underutilization can be tracked by the management in real-time.

### Fixed Asset Management

The fixed asset management module should allow the management to define assets of the commission with the possibility of selecting different depreciation methods, age of assets or class of assets, forecast depreciation over the life/ period for the asset. The following capabilities should be available in respect of the fixed asset module;

* Asset movements
* Asset Tracking & movement reports
* Asset reports
* Depreciation schedules & reports

### Revenue Models

The system should have the functionality to incorporate various revenue recognition models for the different types of revenues that the commission might earn. These normally include registration fees, licensure fees, monitoring and inspection fees, fines etc. The revenue recognition models for these various types of revenues differ as per the accounting standards and will have to be configured by the consultants accordingly.

### Accounts Receivable

The system should maintain subsidiary ledgers for the various HCEs. The following functionalities are expected from the system:

* Subsidiary ledger views
* Aging reports
* Follow-up mechanisms
* Follow-up alerts
* Reconciliation mechanism
* Integration with order management

### Accounts Payable

The system should maintain subsidiary ledgers for the various vendors of the commission. The following functionalities are expected from the system:

* Subsidiary ledger views
* Aging reports
* Follow-up mechanisms
* Follow-up alerts
* Reconciliation mechanism
* Integration with procurement module & receiving

### Cash Management

The system should allow definition of banks and petty cash accounts as per the requirements of the commission. The cash management module needs to be integrated with the Accounts payable and receivable functionality and should allow for clearing accounts to establish proper reconciliation mechanisms. The following functionalities are expected from the proposed systems:

* Petty cash maintenance
* Bank creation
* Bank reconciliations & clearing account mechanisms
* Scalability for integrations

### Taxation

The system should have the functionality to incorporate various tax laws as per prevailing law of the Country and should have the functionality to cater both sales tax and income tax (including accounting for withholding taxes).

## Human Resource Management

### Employee records

The system shall record complete details of the employees and shall allow for the following functionalities:

* Dates – incoming and outgoing
* Designations held
* History of employee record and track of changes in employee file
* Departmental assignment
* Reporting lines
* Employee documents & records
* Contracts
* Terms of employment etc.

### Leaves& Attendance management

The system should allow the incorporation of various leave types and the leave management system should be integrated with payroll. Different types of leaves whether paid or unpaid shall have a trail in the system and their impact on the payroll shall be allowed for.

Further the system should be integrated so that the biometric system (already in place) is integrated with the employee payroll and absences are treated accordingly.

### Payroll

The system should allow for payroll cycles based on the employees and their terms of employment defined in the system. The following functionalities are expected from the proposed system:

* Integration with attendance systems
* Integration with leave management
* Integration with accounting module
* Definition of various payroll structures aligned with government scales.
* Periodic pay slip generation based on payroll structures
* Personal tax calculations & dynamic tax slabs (allowing user definition from one tax year to the other)
* Employee clearance mechanism integrated with HR, finance module
* Incorporation of various allowances, benefits and contributions based on pay scales and structure.

## Procurement& Inventory

The system should be fully integrated with the inventory management system and the financial management system. The system is expected to follow the best practices and shall cover the following aspects.

* Quotations
* Purchase Orders
* Integration with receiving (inventory)
* Integration with vendor invoicing
* Manage inventory quantities
* Movement of inventory quantities between locations
* Inventory location wise reporting
* The system should ensure that invoices for vendors for whom receiving against POs has been booked can be entered on the system and processed.
* Approval mechanism as per the commission’s requirements is to be defined for the procurement process.

# Non Functional Requirements

## System Architecture

* Software should be developed in open source technologies(Licensed Software)
* The systems should be platform independent and compatible with all the leading Operating Systems such as Microsoft, Linux, etc.
* Systems should be web based and can be accessible from anywhere.
* All the mobile apps/ dashboards should be compatible with Android and IOS platforms.
* System should have single sign-on to access any system/ module.
* System should have unified architecture such that any setup employee, department, HCEs, etc. created in one module should be accessible to other modules.
* All systems/ modules should be well integrated with each other to share financial effects and transaction references.
* The software should have a capacity to handle server requests/ web traffic

## System Security

* Systems should have secure communication with SSL (https)or any other equivalent security mechanism.

## Source codes & updates

* The vendor should hand-over the source code of all the systems/ module developed exclusively for the commission.
* The vendor should also provide the development tools, technologies, APIs, etc. for future enhancements by the commission.
* The vendor should provide updates of any new release from time to time during the agreed maintenance period.
* The vendor should impart training and transfer skills for onward customization and maintenance.
* The original source code and customization made by the vendor shall be the property of the commission. The commission shall have complete rights to modify any modules at any time.

## Service Levels

* The vendor should specify the service levels for:  
  o Fixation of critical and non-critical bugs and errors  
  o Response to any queries  
  o Time required for maintenance and upgrades
* The vendor should provide 1 year free technical support services after the successful deployment of the software

## Availability

* Software solution should be available for internal users 24 x 7 x 365 with minimal downtime.

## Training Manuals

* Vendor should provide online help and user manuals covering each and every option for  
  all the systems and modules discussed above.
* Vendor should provide installation manual.
* Vendor should provide technical documents such as data dictionary, schema, system architecture, DFDs, class diagrams and other necessary documentation for the  
  customization of software.
* All the manuals discussed above should be updated time to time by the vendor.

## Testing

* The vendor should impart training to the commission’s project team and the end-users by taking the following initiatives:  
  o Creation of test environment of the deployed software for testing and on-going training.  
  o Provision of hands-on training to the end-users to allow them to test key processes.

# Evaluation Criteria

For firms that are found eligible the following criteria will be used for technical & financial evaluation.

|  |  |
| --- | --- |
| Criteria | Weightage |
| Technical Documents | 50% |
| Demonstration | 30% |
| Financial Proposal | 20% |

The evaluation process may include discussion and clarification through any mean as notified.

## Technical Evaluation

Criteria for technical evaluation-documents (once eligible) shall include:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Sub Criteria** | **Details** | Max Marks (100) | **Documents Required** |
| **1) Specific experience of the Consultants relevant to the assignment** | Core Open-source Licensed ERP Practice | More than 1 year | 2 | completion certificates/ work order/  contract& Reference Contact |
| One Government/  Autonomous body/  Public International Organization implementation | After Certification | 1 |
| Business Advisory | Practice more than 5 years | 2 |
| **2) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:** | Technical Approach & Methodology | To be submitted with proposal | 10 | Part of proposal |
| Work plan | To be submitted with proposal | 10 |
| Organization & Staffing | To be submitted with proposal | 10 |
| **3) Key professional staff qualifications and competence for the assignment** | Team Experience up to five team members | 2 Mark per team member with more than 3-year relevant experience in open-source technologies/ system implementations/ business process advisory | 25 | Resumes |
| 5 Marks per team member with more than 10 years relevant experience in open-source technologies/ system implementations/business process advisory | Resumes |
| Team Qualification up to five team members | Project Director CA (5 marks) | 20 | Certified copies of relevant degrees/certificates. Equivalence certificate from HEC in case of foreign degree(s)  (only one degree/certificate can be claimed by one team member) |
| Project Manager CA (5 marks) |
| MSC/BSC (PEC registered) (4 marks) |
| Other systems /software/ business qualifications (2 marks) |
| Number of years the firm has been in ERP/ Business process or manuals advisory | 1 mark per year | 10 | Registration documents |
| **4) Suitability of transfer of knowledge** | Proposal on trainings | Transfer of expertise and source code ownership | 10 | Part of proposal |

Eligible vendors will be invited for demonstration.

## Financial Evaluation

Financial bids of Bidders that qualify (70% in technical score) shall be opened. Full marks are to be awarded to the least financial bid and the remaining bids awarded marks accordingly.

## Final Evaluation

The following criteria shall be applied with overall score is being determined.

Technical score = (50% \* technical doc marks obtained / Max doc marks) + (30% \* demo marks obtained / Max demo marks)

Financial Score shall have a weightage of 20% (20 marks for being the least bid)

Total Score = Technical Score + Financial score

## Payment schedule

The successful bidder shall be paid the due amount in percentage mentioned, once the following miles stones are achieved. Support costs are to be paid on monthly prorate basis after the Go-Live.

|  |  |  |
| --- | --- | --- |
| Mile Stones | Payment % (excluding support) | Timeline |
| Inception report | 05% | Within 15 days of the award of contract |
| Business process engineering/Gap analysis report | 10% | Within 20 days of the inception report |
| Installation | 10% | Within 01 month of the inception report |
| Configuration | 15% | Within 2.5 month of the inception report |
| Data Migration& Trainings | 20% | Within 03 months of the inception report |
| UAT& User Manuals | 20% | Within 10 days of data migration & trainings |
| Go Live | 20% | Within 10 days of UAT |
| Support fee post implementation | Monthly prorate |  |

# General requirements

## Submission

Sealed Technical and Financial proposals should be submitted in two separate envelops placed and sealed in one big envelope (as per single stage – two envelops bidding procedure). There is no expressed or implied obligation for the procuring entity to reimburse PROPOSER for any expenses incurred in preparing proposals in response to this request nor shall it bear any costs related to the preparation of proposal as well as any subsequent cost such as pre bid meeting visit cost, etc. incurred by the interested proposers.

## Project Contact

Queries regarding the project may be referred to:

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

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To: Director Operations and Business Support

Khyber Pakhtunkhwa HealthCare Commission

Peshawar.

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[[1]](#footnote-1)[[2]](#footnote-2).

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:

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:

1. Technical Approach and Methodology,
2. Work Plan, and
3. Organization and Staffing,
4. Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
5. Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5. Team Composition and Task Assignments

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Professional Staff | | | | |
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
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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. Education [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: \_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| 11. Detailed Tasks Assigned | 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned |
| [List all tasks to be Performed under this assignment] | [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.] |
|  | Name of assignment or project: |
|  | Year: |
|  | Location: |
|  | PE: |
|  | Main project features: |
|  | Positions held: |
|  | Activities Performed: |

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 willful 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:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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 Field3 | Total |
| Foreign | | | | | | | | | | | | | | | | |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | | | | | | | | | | | Subtotal | | | |  |  |
| Local | | | | | | | | | | | | | | | | |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Form TECH-7. Staffing Schedule1

Form TECH-8. Work Schedule

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N° | Activity | 2  Months | | | | | | | | | | | | |
| i | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
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1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Form Fin-1. Financial Proposal Submission Form

[Location, Date]

To: Director Operations and Business Support

Khyber Pakhtunkhwa HealthCare Commission

Peshawar.

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures[[3]](#footnote-3)[[4]](#footnote-4)].

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'

|  |  |  |
| --- | --- | --- |
| Item | Costs | |
| Indicate Foreign Currency | Indicate Local Currency (A+B) |
| Total Costs of Financial Proposal 2 |  |  |

Form FIN-3. Breakdown of Costs by Activity1

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.

Financial Cost Breakdown of Fin-3 For Application/Software/Support (in PKR)

|  |  |  |  |
| --- | --- | --- | --- |
| Application/Module | Application Price per Annum | Implementation Cost per Annum | Total Amount in PKR per Annum(A) |
|  |  |  |  |
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|  |  |  |
| --- | --- | --- |
| Price per User/Annum | No. of Users | Total Amount in PKR per Annum (B) |
|  | 20 |  |

|  |  |  |
| --- | --- | --- |
| Support Cost/Annum | No. of Years | Total Amount in PKR per Annum (C) |
|  | 1 |  |

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 time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT

THIS CONTRACT (“Contract”) is entered into this [insert starting date of assignment], by and between [insert PE ’s name](“the PE”) having its principal place of business at [insert PE ’s address], and [insert Consultant’s name](“the Consultant”) having its principal office located at [insert Consultant’s address].

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services**

1. The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral Part of this Contract (“the Services”).
2. The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.

**2. Term**

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

1. Ceiling

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated in Paragraph 4.

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

**4. Economic Price Adjustment**

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

Rl = Rlo x —Ilo

where Rl is the adjusted remuneration, Rlo is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, Il is the official rate of inflation for the first month for which the adjustment is to have effect and, Ilo is the official rate of inflation for the month of the date of the Contract.”]

1. Coordinator

**5. Project**

**Administration**

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

1. Timesheets

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

1. Records and Accounts

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

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

**6. Performance  
Standard**

**7. Confidenti­ality**

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

**8. Ownership of  
Material**

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

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

The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment’s.

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

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

1. **Consultant Not to be Engaged in Certain Activities**
2. **Insurance**
3. **Assignment**
4. **Law Governing Contract and Language**
5. **Dispute Resolution**

FOR THE PE

FOR THE CONSULTANT

Signed by

Signed by

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

Title:

Title:

General Conditions of Contract

1. **General** P**rovisions**

**1.1 Definitions**

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

1. “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
2. “Procuring Entity PE” means the implementing department which signs the contract
3. “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.
4. “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.
5. “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
7. “Foreign Currency” means any currency other than the currency of the PE’s country.
8. “GC” means these General Conditions of Contract.
9. “Government” means the Government of Khyber Pakhtunkhwa.
10. “Local Currency” means Pak Rupees.
11. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
12. “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.
13. “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
14. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
15. “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
16. “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
17. “In writing” means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

**1.3 Language**

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

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. 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.

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.

**1.6 Authority of Member in Charge**

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.

**1.7Authorized Representatives**

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.

**1.9 Fraud & Corruption**

**1.8 Taxes**

**& Duties**

1. 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

1. 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:
2. 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;
3. terminate the Contract; and
4. 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).

1. C**ommencement**, **Completion**, M**odification and** T**ermination of** C**ontract**

|  |  |
| --- | --- |
| **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. |

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).

1. 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.

**2.6 Termination**

**2.6.1 By the PE**

1. If the Consultant becomes insolvent or bankrupt.
2. If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
3. 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.
4. If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
5. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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:

**2.6.2 By the Consultant**

1. If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
2. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
3. 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.
4. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC

**2.6.3. Payment**

**Upon**

**Termination**

2.6.2, the PE shall make the following Payments to the Consultant:

1. Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
2. 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**

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.

1. **General**
2. **Standard of Performance**

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 Conflict of  
Interests**

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.

**3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

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.

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

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

**3.2.3 Prohibition of Conflicting Activities**

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.

**3.3 Confidentiality**

**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:

1. entering into a subcontract for the Performance of any Part of the Services,
2. appointing such members of the Personnel not listed by name in Appendix C, and
3. any other action that may be specified in the SC.

**3.6 Reporting Obligations**

1. 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.
2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7**

1. 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.

**Documents Prepared by the Consultant to be the Property of the PE**

1. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

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

**3.8 Accounting, Inspection and Auditing**

1. 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.).
2. **Consultant’s** Pe**rsonnel**

**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**

1. 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.
2. 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.
3. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. O**bligations of the** PE

Assistance and Exemptions

5.1

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.

1. Pa**yments to the** C**onsultant**

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.

6.1 Lump-sum Payment

6.2 Contract Price

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

* 1. Payment for Additional services

1. Terms and Conditions of Payment

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.

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and

|  |  |
| --- | --- |
|  | shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.  7**. Good Faith** |
| 7.1 Good Faith | The parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.  8. S**ettlement** O**f** D**isputes** |
| 8.1 Amicable Settlement | The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 8.2 Dispute Resolution | Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party’s request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC. |

III. Special Conditions of Contract

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

Number of 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.

1. The language is English.
2. The addresses are:

Procuring Entity:

Attention:

Facsimile:

E-mail:

Consultant:

Attention:

Facsimile:

E-mail:

{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.

{1.6}

1.7

The Authorized Representatives are:

For the PE:

For the Consultant:

1.8

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

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

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

1. 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;
2. 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;
3. any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
4. 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:
5. 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
6. 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.
   1. The date for the commencement of Services is [insert date].
   2. The time period shall be [insert time period, e.g.: twelve months, eighteen

months ].

1. The risks and the coverage shall be as follows:
2. 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];
3. Third party liability insurance, with a minimum coverage of [insert amount and currency];
4. professional liability insurance, with a minimum coverage of [insert amount and currency];
5. 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
6. insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant’s property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

Note: Delete what is not applicable

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

{3.5(c)} {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.}

*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.”

{5.1}

6.1

6.3

Performance security shall not exceed 10% of contract amount

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

1. The accounts are:

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

Payments shall be made according to the following schedule:

1. Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
2. Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
3. Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
4. Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
5. Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
6. 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:

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.”] [↑](#footnote-ref-1)
2. [Delete in case no association is foreseen.] [↑](#footnote-ref-2)
3. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-3)
4. 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.” [↑](#footnote-ref-4)