

# Request for Proposal

Hiring consultancy services for mapping health facilities in ICT  
(Consultancy Services)

National

Single Stage-Two Envelope

<b>CORRIGENDUM # 1</b>	<b>CORR-P42098-001</b>
Initiation Date	June 03, 2026



*June 03, 2026*

*National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C)), Manager Procurement*

*Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory*

*Phone: +92-336-204-0461, Email: pmsofficermoh@nhsr.gov.pk*

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## PROCUREMENT NOTICE

# PROCUREMENT OF CONSULTANCY SERVICES

1. The **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C))** has reserved Funds for the procurement planned for FY **2026-27**. The **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of “**Hiring consultancy services for mapping health facilities in ICT**”
2. The **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Banker's Cheque** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, June 22, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, June 22, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. General Provisions

### 1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

### 2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

## B. Preparation of Proposals

### 1. General Considerations

1.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### 2. Language

3. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

### **Documents Comprising the Proposal**

3.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

### **4. Only One Proposal**

4.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

### **5. Proposal Validity**

5.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

5.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

5.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

### **5.4. Extension of Validity Period**

5.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

## 6. Bid security/Bid Securing Declaration

6.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

6.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

6.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

6.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

## 7. Clarification and Amendment of RFP

7.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

7.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

7.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

7.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **8. Preparation of Proposals - Specific Considerations**

8.1. While preparing the Proposal, the Consultant must give particular attention to the following:

8.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

8.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

8.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

8.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

## **9. Financial Proposal**

9.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

## 10. Taxes

10.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

## 11. Currency of Proposal

11.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

# C. Submission, Opening and Evaluation

## 1. Submission/withdrawal of Proposals

1.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

1.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

1.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

## 2. Opening of Proposal

2.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

2.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

## 3. Evaluation of Technical Proposals

3.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## 4. Opening of Financial Proposals

4.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

4.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

## 5. Correction of Errors

5.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

5.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

## **6. Conversion to Single Currency**

6.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **7. Selection Technique**

### **7.1. Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

### **7.2. Fixed-Budget Selection (FBS)**

7.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

7.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

### **7.3. Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

## **D. Negotiations and Award**

### **1. Negotiations**

1.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

1.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **2. Availability of Key Experts**

2.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

2.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### **3. Award of Contract**

3.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

### **4. Grievance Redressal Mechanism**

4.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

### **5. Mechanism of Blacklisting**

5.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

### **6. Environmental objectives**

6.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



## Bid Data Sheet

# Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

## **BDS Clause Number**

### **ITB Number**

## **Amendments of, and Supplements to, Clauses in the Instruction to Bidders**

### **A. General**

#### **1**

##### **1.1**

Name of Procuring Agency: **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C))**

The subject of procurement is: **Hiring consultancy services for mapping health facilities in ICT**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P42098**

## **BDS Clause Number 2**

### **ITB Number 1.2 & 9.1**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, June 15, 2026

### **B. Preparation of Proposals**

## **BDS Clause Number 3**

### **ITB Number 4.1**

The language of the proposals is: **English**

## **BDS Clause Number 4**

### **ITB Number 6.1**

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

**BDS Clause Number 6**

**ITB Number 7.1**

Proposals shall be valid until **120 Days**

**BDS Clause Number 7**

**ITB Number 9.1**

List of documents required along with the bid: **No**

**BDS Clause Number 8**

**ITB Number 10.2**

The Consultant's Proposal must include the minimum Key Experts' time-input of \_\_\_\_\_ person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. ]

**BDS Clause Number 9**

**ITB Number 105**

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

**BDS Clause Number 10**

**ITB Number 11.1**

The qualification criteria to establish the supply / production capability of the bidder.

*see Eligibility Criteria*

**BDS Clause Number 11**

**ITB Number 7.6**

**Services and Their related documents:**

See section Required Services and ToR

## C. Submission, Opening and Evaluation

**BDS Clause Number 12**

**ITB Number 8.1 & 8.2**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Banker's Cheque**

**BDS Clause Number 13**

**ITB Number 13.1**

Currency of the Bids shall be : **PKR**

**BDS Clause Number 14**

**ITB Number 14.1**

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, June 22, 2026 11:00 AM**

**BDS Clause Number 15**

**ITB Number 15.1**

The Bids opening shall take place on **EPADS v2.0.**

Day : **Monday**

Date: **Monday, June 22, 2026**

Time : **11:30 AM**

**BDS Clause Number 16**

**ITB Number 20**

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**

see *Evaluation Criteria*

## F. Negotiation and Award

**BDS Clause Number 18**

**ITB Number 21.5**

The Performance guarantee shall: **7.00%**.

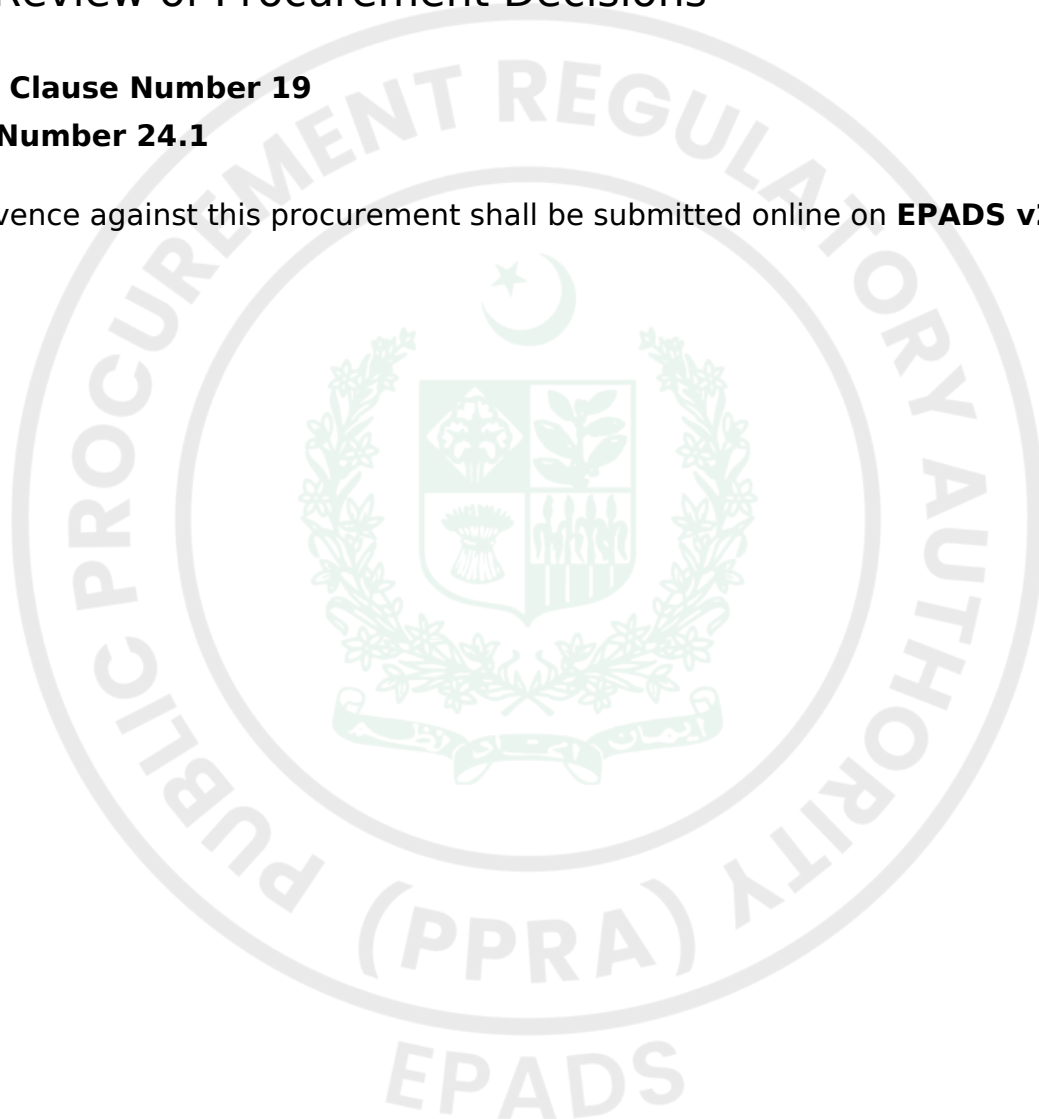
The Performance Guarantee shall be acceptable in the form of: **Banker's Cheque**

## G. Review of Procurement Decisions

**BDS Clause Number 19**

**ITB Number 24.1**

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



## Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

## Evaluation Criteria

### Least Cost Based Selection (LCBS)

<b>Technical Marks</b>	<b>1</b>
<b>Passing Marks</b>	<b>1</b>
Technical Evaluation Criteria	
Qualitative (Quantitative)(Doc Required)	1

## Required Services

### Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
mapping	<p><b>Address:</b> Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory</p> <p><b>Schedule:</b> 120 Days <b>Quantity:</b> 1</p>	1	126500

## Related Services :

No

## TORS (Terms of References)

### Positions Without Lots :

**Position:** mapping

### TORs (Terms of Reference):

#### 1. Purpose of Technical Assistance

To conduct mapping of public and private health & Population Welfare facilities at ICT and advice to the National Health Support Project under the Ministry of National Health Services, Regulations and Coordination (MNHSR&C) to plan, develop and implement the initiative “Developing a model health care system for Universal Health Coverage.

The model health care system will be comprehensive in terms of ensuring preventive, promotive, curative, rehabilitative and palliative health services including inter-sectoral interventions to effectively address behavioral, metabolic and environmental risks and important determinants of health. This determination will help the project in developing a comprehensive package of essential

and inter-sectoral services and inter-sectoral policies are also being developed with schemes for upgradation of health infrastructure including engagement of private practitioners in UHC services.

## 1. Background

The Government of Pakistan has expressed its resolve towards provision of essential health services to all population in the Action Plan of NHR&C (2019-23) as it is committed to the Universal Health Coverage (UHC) and attainment of the health-related Sustainable Development Goals (SDGs). Pakistan aims to successfully implement Essential Packages of Health Services (EPHS) to ensure essential health services to the communities. It is envisaged as a great challenge in provision of basic health services in the Primary Health Care level. This has led to more demand of services in tertiary hospitals, as community and PHC center level services are sub-par, unable to offer reasonable level of essential health services. In 2019, with support from the World Health Organization (WHO), a comprehensive health facility mapping exercise was piloted in the ICT. The mapping covered **1,487 health facilities**, including **118 public, 1,369 privates**, and **302 Lady Health Worker (LHW) Health Houses**. This initiative aimed to provide a robust foundation for evidence-based health planning, service delivery, and Universal Health Coverage (UHC) strategies. The project is now poised for **expansion and update** where a similar mapping exercise will be conducted to capture up-to-date data on health facilities in these regions.

## 1. Rational

Mapping of health facilities is a critical step in strengthening the health system. It provides reliable and updated information on the availability, distribution, and functionality of public and private health facilities. This exercise enables evidence-based planning, efficient resource allocation, and monitoring of service delivery across regions.

Specifically, the mapping will:

- Identify service delivery gaps and overlaps at the community, district, and regional levels.
- Support integration of Primary Health Care (PHC) services and improve referral linkages between different levels of care.
- Facilitate decision-making for infrastructure upgradation, workforce deployment, and supply chain management.
- Provide geo-referenced data through GIS-enabled dashboards for better visualization and analysis.
- Strengthen partnerships with the private sector by documenting their role in service provision.
- Contribute to achieving national and global health targets, including Universal Health Coverage (UHC) and Sustainable Development Goals (SDGs).
- Identification of GP network

### **1. Firm selection and eligibility criteria**

The firm should:

- Be selected on a competitive basis in accordance with the "World Bank Procurement Regulations for IPF Borrowers: Procurement in Investment Project Financing — Goods, Works, Non-Consulting and Consulting Services" (July 2016, as revised from time to time, currently the Sixth Edition, February 2025).
- Be a legally registered consultancy/IT/research organization with a valid NTN/ST registration.

- Have at least 5 years of relevant experience in health facility mapping, health information systems, GIS-based analysis, or similar large-scale health sector projects.
- Demonstrate technical expertise in:
  - GIS and GPS-based mapping systems
  - Software and application development (Android/iOS and web-based dashboards)
  - Health data management and analytics
  - Survey design and implementation
  - Capacity building of government on mapping
- Provide evidence of successfully completing at least two similar assignments (national or international level, preferably with government, WHO, World Bank, or donor-funded projects).
- Possess sufficient financial and operational capacity to implement the assignment within the stipulated timelines.
- Ensure availability of a dedicated project manager for regular coordination with the Ministry.
- Be willing to transfer intellectual property rights (data, software, and tools) to the Ministry upon project completion.

## Price Schedule

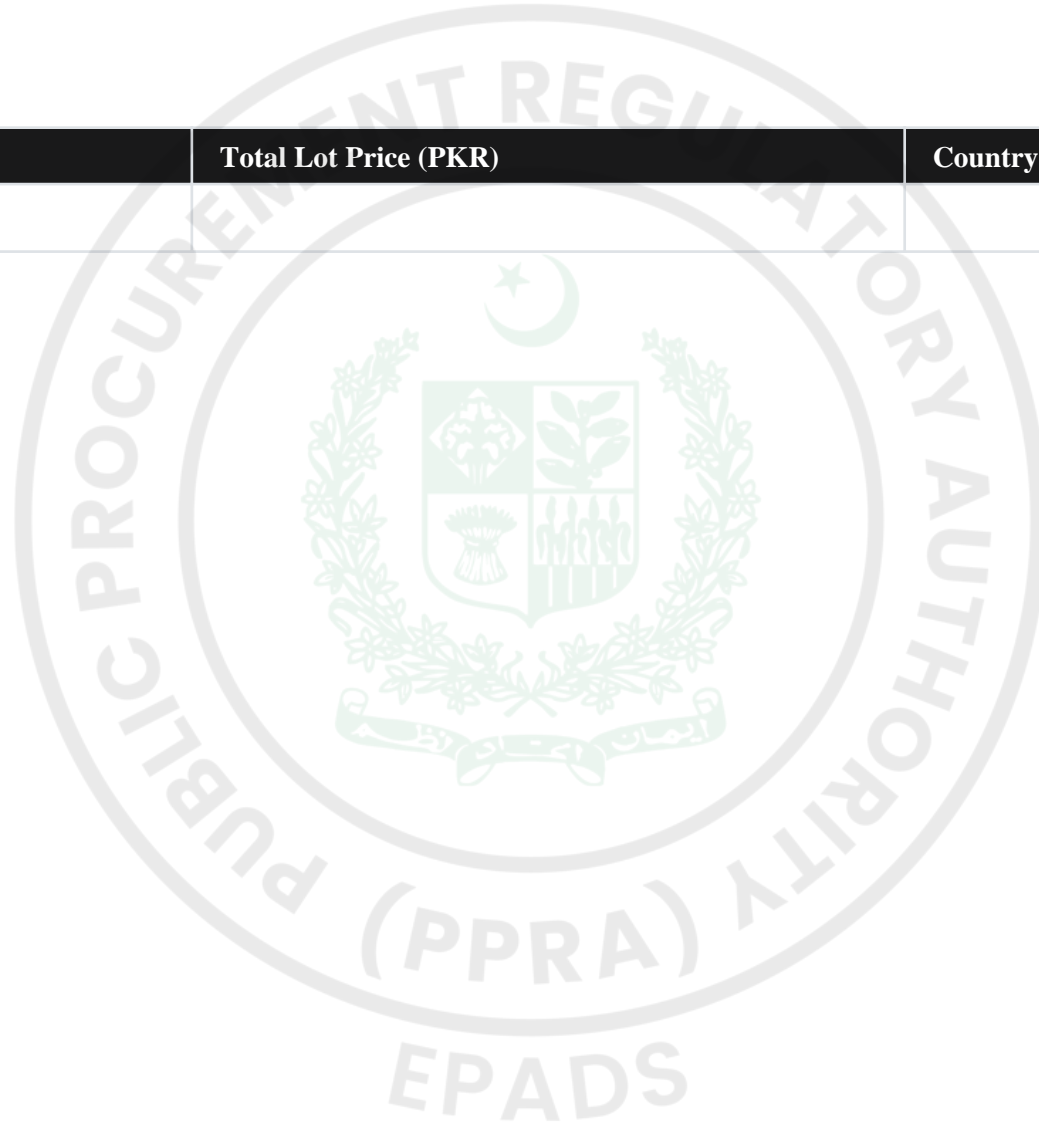
### For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
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1							
2							

**For Lots**

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		







## General Conditions of Contract

## A. General Provisions

### 1. Definitions

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

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “**Applicable Law**” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- 1.4. “**Contractor’s Personnel**” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. “**Day**” means calendar day unless indicated otherwise.
- 1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.
- 1.9. “**GCC**” means these General Conditions of Contract.
- 1.10. “**Government**” means the Government of Pakistan.
- 1.11. “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- 1.13. “**Local Currency**” means the currency of Pakistan
- 1.14. “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “**Parties**” means both of them.

1.16. Procuring Agency’s Personnel” refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant

1.17. “**Proposal**” means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. “**RFP**” means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. “**Site**” (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.

1.21. “**SRFP**” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. “**Sub-consultants**” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. “**Third Party**” means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. “**TORs**” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto 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 Procuring Agency may approve.

## **8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

## **9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

## **10. Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

# **B. Commencement, Completion, Modification and Termination of Contract**

## **1. Effectiveness of Contract**

1.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

## **2. Termination of Contract for Failure to Become Effective**

2.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **3. Commencement of Services**

3.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## **4. Expiration of Contract**

4.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **5. Entire Agreement**

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **6. Modifications or Variations**

6.1. 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.

6.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## **7. Force Majeure**

### **7.1. Definition**

7.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

7.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

7.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 7.2. No Breach of Contract

7.2.1. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## 7.3. Measures to be Taken

7.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7.3.3. 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.

7.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

7.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

7.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

## 8. Suspension

8.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 9. Termination

9.1. This Contract may be terminated by either Party as per provisions set up below:

**a) By the Procuring Agency**

9.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) 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;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

9.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**9.2. By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth

in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

#### **9.4. Cessation of Services**

9.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

#### **9.5. e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. Obligations of the Consultant**

### **1. General**

#### **1.1. Standard of Performance**

1.1.1. The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

1.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

1.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

#### **1.2. Law Applicable to Services**

1.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

## 2. Conflict of Interests

2.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 2.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

2.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

2.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

### 2.1.2. Consultant and Affiliates Not to Engage in Certain Activities

2.1.2.1. 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

### 2.1.3. Prohibition of Conflicting Activities

2.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### 2.1.4. Strict Duty to Disclose Conflicting Activities

2.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 3. Confidentiality

3.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

#### **4. Liability of the Consultant**

4.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

#### **5. Insurance to be Taken out by the Consultant**

5.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

#### **6. Accounting, Inspection and Auditing**

6.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

6.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

#### **7. Reporting Obligations**

7.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

#### **8. Proprietary Rights of the Procuring Agency in Reports and Records**

8.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

8.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

## **9. Equipment, Vehicles and Materials**

9.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

9.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **10. Code of Conduct**

10.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

## **D. Consultant's Experts and Sub-Consultants**

### **1. Description of Key Experts**

1.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

1.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

1.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

### **2. Replacement of Key Experts**

2.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

2.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **3. Approval of Additional Key Experts**

3.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

### **4. Removal of Experts or Sub-consultants**

4.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

4.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

4.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

### **5. Replacement/ Removal of Experts – Impact on Payments**

5.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

### **6. Working Hours, Overtime, Leave, etc.**

6.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

6.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

6.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. Obligations of the Procuring Agency

### 1. Assistance and Exemptions

1.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

1.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

1.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

1.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

1.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

1.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

1.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

### 2. Access to Project Site

2.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 3. Change in the Applicable Law Related to Taxes and Duties

3.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

### 4. Services, Facilities and Property of the Procuring Agency

4.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

4.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

## **5. Counterpart Personnel**

5.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

5.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

5.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

## **6. Payment Obligation**

6.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

## **F. Payments to the Consultant**

### **1. Ceiling Amount**

1.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

1.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

1.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

### **2. Remuneration and Reimbursable Expenses**

2.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

2.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

2.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

2.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

2.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

### **3. Taxes and Duties**

3.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

3.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

### **4. Currency of Payment**

4.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

### **5. Mode of Billing and Payment**

5.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## **6. Interest on Delayed Payments**

6.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

## **G. Fairness and Good Faith**

### **1. Good Faith**

1.1. 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.

## **H. Settlement of Disputes**

### **1. Amicable Settlement**

1.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

1.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

1.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





## Special Conditions of Contract

# SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

## Number of GC Clause

### Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

#### Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

#### Number of GC Clause 4.1

The language is **English**

#### Number of GC Clause 6.1 and 6.2

#### The addresses are:

**The Procuring Agency is:**National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C)),Manager ProcurementPlot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory

#### The Consultant Address:

**The title of the subject procurement is:**Hiring consultancy services for mapping health facilities in ICT

#### Number of GC Clause 8.1

*[Note: If the Consultant consists only of one entity, state "N/A";Or*

**The Lead Member on behalf of the JV is** \_\_\_\_\_ *[insert name of the member]*

#### Number of GC Clause 9.1

#### The Authorized Representatives are:

#### The Authorized Representatives are:

#### For the Procuring Agency:

National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C)),Manager Procurement  
Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory  
+92-336-204-0461  
pmsofficermoh@nhsr.gov.pk

#### For the Bidder:

**Name:** .....

**Designation: .....**

**Address: .....**

**Number of GC Clause 11.1**

*[Note: If there are no effectiveness conditions, state “N/A” ]OR*

*List here any conditions of effectiveness of the Contract]*

**The effectiveness conditions are the following:** *[insert “N/A” or list the conditions]*

**Termination of Contract for Failure to Become Effective:**

**The time period shall be** \_\_\_\_\_ *[insert time period, e.g.: four months].*

**Commencement of Services:**

**The number of days shall be** \_\_\_\_\_ *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

**Expiration of Contract:**

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

**Number of GC Clause 23.1**

**No additional provisions.**

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

**Number of GC Clause 24.1**

**The insurance coverage against the risks shall be as follows:**

**(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

**Number of GC Clause 33. Removal of Experts or Sub-consultants**

*[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]*

**Price adjustment on the remuneration .....** *[insert “applies” or “ does not apply”]*

*[If the Contract is less than 18 months, price adjustment does not apply.*

*If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same*

*intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:*

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{ or }

where

$R_f$  is the adjusted remuneration;

$R_{fo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_l$  is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

**The currency of payment shall be the following: PKR**

*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

**Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

## Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P42098**

To: **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C)), Manager Procurement Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

### WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate:]*) toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix )
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include,

where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

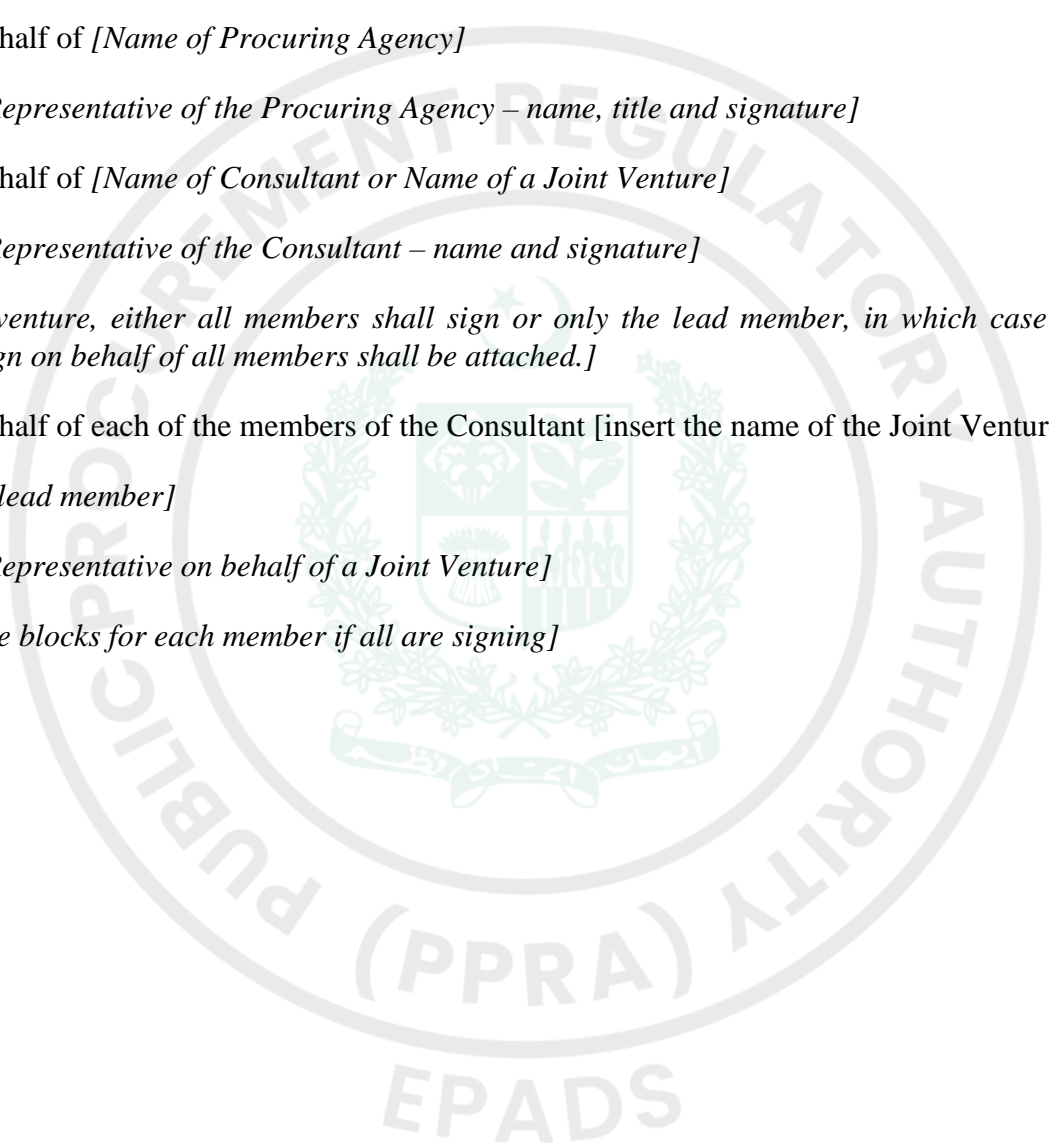
*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*





Integrity Pact

## 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** Number: Contract Value: Contract Title:

Dated:

[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 Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) 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, fee 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 consultations 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 GoP, 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

# Performance Guarantee Form

To: **National Health Support Program (Ministry of National Health Services Regulations and Coordination (NHSR & C)), Manager Procurement Plot # 207, Main Service Road, Sector I-10/3., Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

# RFP

Information (Read-Only)

See Form Under Additional Forms and Documents: **RFP** (page number: 62)





## Procurement Forms







## Additional Forms and Documents

**Participation is restricted to pre-qualified vendors only**

# **Request for Proposal**

## **BIDDING DOCUMENT**

**for**

**“Hiring Consultant Services for mapping Public & Private  
Health Facilities at ICT”**



**Single Stage: Double Envelope Procedure**

**DURING**

**(FINANCIAL YEAR 2025-2026)**

**Issued on: June, 2026**

## NATIONAL COMPETITIVE BIDDING

**Issued on:** May, 2026

**Loan No. /Credit No. / Grant No.:** IDA-71490, TF-B8491&TF-B8974

**Project:** NATIONAL HEALTH SUPPORT PROGRAM

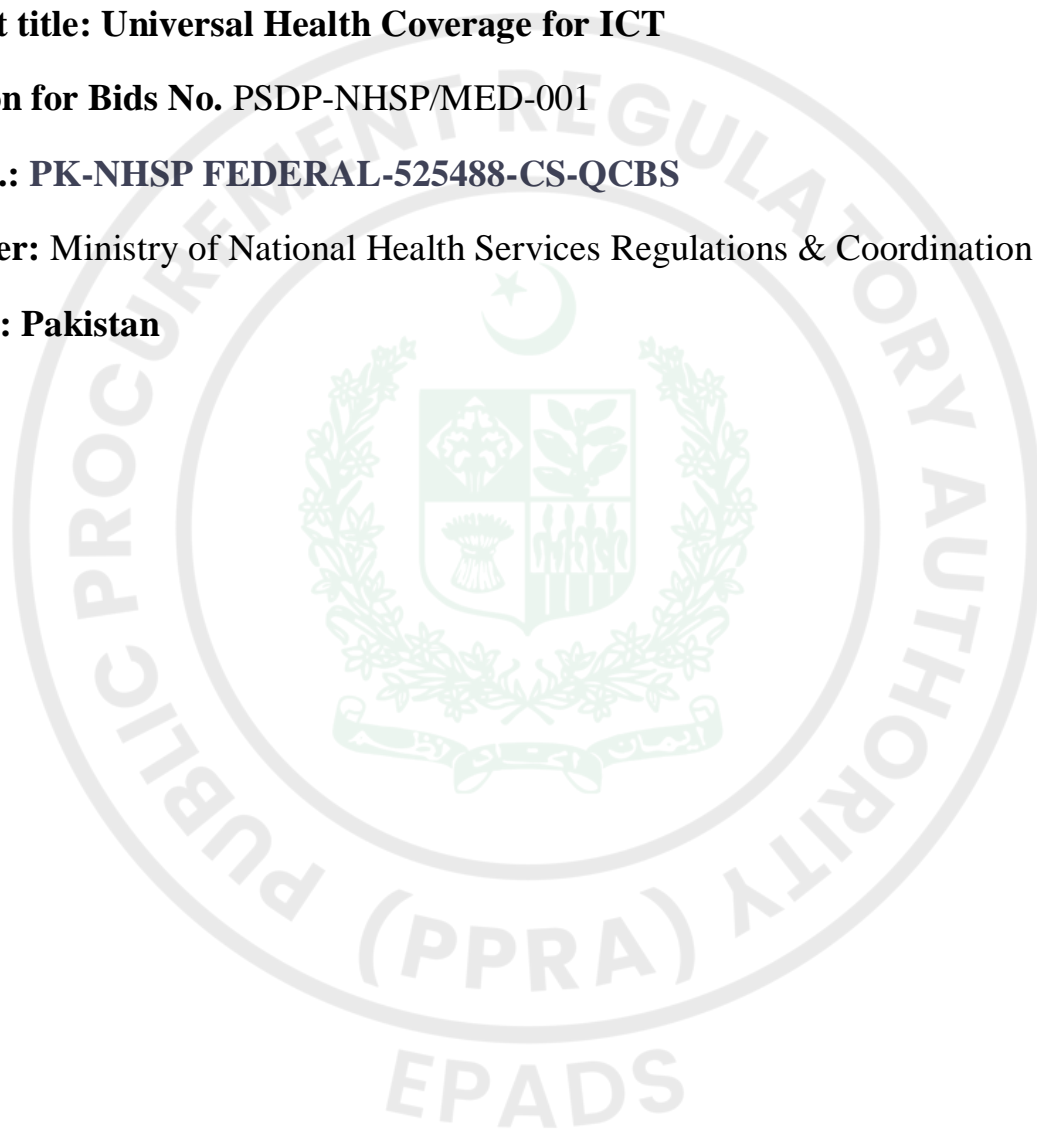
**Contract title:** Universal Health Coverage for ICT

**Invitation for Bids No.** PSDP-NHSP/MED-001

**NCB No.:** PK-NHSP FEDERAL-525488-CS-QCBS

**Purchaser:** Ministry of National Health Services Regulations & Coordination

**Country:** Pakistan



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## Section-I: Invitation to Bidders

### “Hiring Consultant Services for mapping of Public & Private Health Facilities at ICT”

1. Ministry of National health Services Regulation & Coordination’s has received Technical Assistance financing from the World Bank through its **National Health Support Program (NHSP)**, and intends to apply part of the proceeds for **“Hiring Consultant Services for Mapping of Public and Private Health Facilities at ICT”**
2. **M/o NHR&C** hereby invites sealed Bids for **“Hiring Consultant Services for Mapping of Public and Private Health Facilities for ICT”** from the eligible bidders **who are registered with PPRA for E-Procurement on “e-Pak Acquisition and Disposal system (e-PADS)”**, having Income & Sales Tax registration and are on Active Taxpayers List (ATL) of FBR. For using the e-PADS, unregistered bidders may first register on website <https://eprocure.gov.pk/#/supplier/registration>; in case of any technical difficulty in registration or using e-PADS, the prospective bidders may contract PPRA’s technical team.
3. The complete set of RFP document containing description, Purchaser Requirements, Technical Specifications and detailed terms & conditions are available on the websites of **PPRA (www.ppra.org.pk)**, **M/o NHR&C (https://www.nhsr.gov.pk/)** and **e-PADS (www.eprocure.gov.pk)** and can be downloaded free of cost. Encrypted electronic bids, duly completed and conforming to the bidding documents, must be submitted via e-Pak Acquisition and Disposal System (e-PADS) by 11:00 AM 03 June 2026. Bids will be opened the same day at 11:30 AM in the presence of available representatives of the bidders.
4. The bidding shall be conducted under the QCBS, Consulting services under Rule 36(b) PPRA,2004. Interested eligible bidders may obtain further information from **Project Director, NHSP, M/o NHR&C, Plot no 207, Main Service Road, I-10/3, Islamabad Email: [nhsrpnhsr@gmail.com](mailto:nhsrpnhsr@gmail.com), Tel: 051-4800284 during office hours.**
5. All Bids must be submitted through e-PADS. Manual submission of quotation without e- PADS will **NOT** be accepted/ entertained. A supplier can quote for required specified goods or equivalent specification however, the supplier shall quote for the entire and whole quantities, **Bids duly accompanied by a “earnest money” Rs. 125,000/- in shape of a Bank draft/Call Deposit/Demand Draft/Banker's Cheque in the name of Project Director, NHSP, M/o NHR&C**, shall be delivered to the address given above within 15 days of advertisement published. The Bids/bids will be opened as per scheduled date & time at **M/o NHR&C, Committee room, 3<sup>rd</sup> floor, Kohsar block, Pak Secretariat, Islamabad** on the same day, in the presence of the suppliers or representative who may choose to attend.

6. The received bids will be evaluated as per “**QCBS method**” of procurement in accordance the **World Bank’s Procurement Regulations for IPF Borrowers July 2016, [Revised November 2017 and August 2018]** (“**WB Procurement Regulations**”) which can be perused at the website: <https://projects.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework>. The acceptable terms and conditions of the lowest, responsive and qualified quotation shall be incorporated in the Contract and Purchase Order.
7. A Pre-Bid Meeting will be held on 11 June at 11:00 AM at the Conference Hall, **M/o NHR&C, 3rd FLOOR, KOHSAR BLOCK, PAK SECRETARIAT, ISLAMABAD**. Participants may also join virtually via Zoom: <https://us06web.zoom.us/j/85967401847?pwd=Il3rrJqw9p7GVG0UkaO3ns6mzX6Zew.1> Meeting ID: 859 6740 1847  
Passcode: 424368
8. All bids must be supported by Bid-Securing Declaration Form, as provided in Section VIII of the bidding document.
9. M/O NHR&C reserves the right to accept or reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. In case the opening date is declared a public holiday, bids shall be opened on the next working day at the same time and place.
10. The quotation must be **valid for at least 120 days** from the submission date and the quoted price should include all applicable government taxes/ duties/ insurance/ transportation/ cess/ fee/ demurrages etc. It must also include all other services which are mandatory such as goods/tools, while purposing the on DDP basis; with segregation of taxes in columnar form as per RFB Documents.

Project Manager / Director  
NHSP, M/o NHR&C  
Phone: +92-51-4800284

## Section-II: Instructions to Bidders (ITB)

### 2.1. Introduction

#### 2.1.1 Scope of Bid

- i) The M/O NHR&C, as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VI- Schedule of Requirements. Successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the BDS.

#### 2.1.2 Source of Funds

- i) The M/O NHR&C named in the Bid Data Sheet has received a budget from the Government of Pakistan & World Bank. The M/O NHR&C intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

#### 2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to reputable firms registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.), except as provided hereinafter.
- ii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iii) Bidders shall not be under a declaration of blacklisting by the any national institution and/or by any international/foreign organization
- iv) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - a) Are associated or have been associated for the procurement of the services to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates that have been engaged by the M/O NHR&C to provide consulting services for the preparation of the design, specifications and other documents to be used.
  - b) Have controlling shareholders in common; or
  - c) Receive or have received any direct or indirect subsidy from any of them; or
  - d) Have the same legal representative for purposes of this Bid; or

- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the M/O NHR&C regarding this Bidding process; or
- v) A Bidder may be ineligible if –
  - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of PPRA rules.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with PPRA rules.
  - (g) The firm, service provider and HR firm is blacklisted/ debarred by any international organization.
- vi) Bidders shall provide to the M/O NHR&C evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- vii) Bidders shall provide such evidence of their continued eligibility satisfactory to the M/O NHR&C, as the M/O NHR&C shall reasonably request.
- viii) Bidders shall submit proposals relating to the nature, conditions

and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Eligible Services** i) All services/services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such services and related services.

**2.1.5. Cost of Bidding** i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the M/O NHR&C named in the Bid Data Sheet, hereinafter referred to as “the M/O NHR&C,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**2.1.6. One person one bid** i) As per Rule a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor firm while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of subcontractor firm in any Bid, shall not submit bid for the same.

## 2.2. The Bidding Documents

### 2.2.1. Content of Bidding Documents

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Scope of work & ToRs
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Schedule of Requirements
  - (g) Bid Form
  - (h) Bidder Profile Form
  - (i) General Information Form
  - (j) Bid Evaluation Criteria
  - (k) Affidavit
  - (l) Bid Securing Declaration form
  - (m) Contract Form
  - (n) Financial Bid Form / Price Schedule
  - (o) Check List

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

M/O NHR&C is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from its website or website of A. Re-confirming from the M/O NHR&C that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2. Clarification  
of Bidding  
Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the M/O NHR&C in writing or by email at the M/O NHR&C's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The M/O NHR&C will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the M/O NHR&C's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the M/O NHR&C in writing or in electronic form that provides record of the content of communication at the M/O NHR&C's address indicated in the **BDS**.
- iii) The M/O NHR&C will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the M/O NHR&C's response will be uploaded on the website of M/O NHR&C and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the M/O NHR&C deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the

schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the M/O NHR&C. Any modification to the Bidding Documents that may become necessary as a result of the pre- Bid meeting shall be made by the M/O NHR&C exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the M/O NHR&C, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the M/O NHR&C, at its discretion, may extend the deadline for the submission of Bids, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the M/O NHR&C shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be supplied, a brief

description of the services, their country of origin, quantity, and prices.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate the unit prices (where applicable) and total Bid price of the services it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be package wise
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the M/O NHR&C and will not in any way limit the M/O NHR&C's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

### 2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.

### 2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the M/O NHR&C's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the M/O NHR&C's satisfaction:
  - a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Documents Establishing Services Eligibility and Conformity to Bidding Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all services and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule/Financial Bid
- iii) The documentary evidence of conformity of the services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the services;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the services for a period to be specified in the Bid Data Sheet, following commencement of the use of the services by the M/O NHR&C; and
  - (c) an item-by-item commentary on the M/O NHR&C's Technical Specifications demonstrating **responsiveness** of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- v) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all services and related services which the Bidder proposes to deliver.**
- vi) The required documents and other accompanying documents must be in English.

### 2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid securing Declaration as per Form in Section-VIII of the bidding document.
- ii) The Bid securing declaration is required to protect the M/O NHSR&C against the risk of Bidder's conduct which would warrant blacklisting Pursuant to ITB Clause 2.3.7. (vii).
- iii) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (ii) may be rejected by the M/O NHSR&C as non-responsive.
- iv) Unsuccessful Bidders' Bid securing declaration will expire if bidder is not the successful bidder, upon the earlier of (i) receipt of notification of successful bidder to the bidder by M/O NHSR&C; or (ii) twenty-eight days after the expiration of bid validity period.
- v) The successful Bidder's Bid securing declaration will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vi) The Bidder will be blacklisted and henceforth cross debarred from participating in respective category of public procurement proceedings for a period of (not more than) six months, if:
  - a) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b) In the case of a successful Bidder, if the Bidder:
    - Fails or refuses to sign the contract in accordance with ITB Clause
    - Fails or refuses to furnish Performance Guarantee in accordance with ITB Clause 2.6.2.

### 2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the M/O NHR&C. A Bid valid for a shorter period may be rejected by the M/O NHR&C as non-responsive.
- ii) In exceptional circumstances, the M/O NHR&C may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The Bid securing declaration provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without violating its Bid securing declaration. A Bidder accepting the request will not be required nor permitted to modify its Bid.

### 2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with M/O NHR&C on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

## 2.4. Submission of Bids

### 2.4.1 Sealing and Marking of Bids

- i) The Bidder shall seal the original Bid in separate envelopes, duly marking the envelopes as “ORIGINAL”. The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the M/O NHR&C at the address given in the Bid Data Sheet; and
  - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE..... (time and date),” *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the M/O NHR&C will assume no responsibility for the Bid’s misplacement or premature opening. In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
  - b) ORIGINAL Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c) The envelopes containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in BDS

- vi) The inner and outer envelopes shall:
  - a) be addressed to the M/O NHR&C at the address provided in the BDS;
  - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- vii) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the M/O NHR&C will assume no responsibility for the misplacement or premature opening of Bid

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the M/O NHR&C at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The M/O NHR&C may, at its discretion and as per rule, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the M/O NHR&C and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the M/O NHR&C at the address specified under **BDS** no later than the date and time specified in the **BDS**.

#### **2.4.3. Late Bids**

- i) Any Bid received by the M/O NHR&C after the deadline for submission of Bids prescribed by the M/O NHR&C pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The M/O NHR&C shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the M/O NHR&C after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the M/O NHR&C prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's blacklisting (along with other remedies available), pursuant to the ITB Clause 2.3.7 (vi).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the M/O NHR&C prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

#### **2.5. Opening and Evaluation of Bids**

##### **2.5.1. Opening of Bids by the M/O NHR&C**

- i) The M/O NHR&C will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be

opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) In case of Single Stage Two Envelope Procedure, the M/O NHR&C will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the M/O NHR&C until the specified time of their opening.
- vi) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Securing Declaration, if required; and (c) Any other details as the M/O NHR&C may consider appropriate.
- vii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the M/O NHR&C against any claim or failure to read out the correct information contained in the Bidder`s Bid

- vii) The M/O NHR&C shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded.

### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule.
- ii) Any effort by a Bidder to influence the M/O NHR&C processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the M/O NHR&C on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

### **2.5.3. Clarification of Bids**

- i) As per rule, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the M/O NHR&C may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the M/O NHR&C shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the M/O NHR&C in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the M/O NHR&C on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The M/O NHR&C will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service provider does not accept the correction of the errors, its Bid may be rejected, and its Bidder may be blacklisted in accordance with his Bid Securing Declaration.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the M/O NHR&C will determine the responsiveness of each Bid to the Bidding documents,

pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Securing Declaration (ITB Clause 2.3.7), Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The M/O NHR&C's determination of a Bid's responsiveness is to be based on the contents of the

Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not responsive, it will be rejected by the M/O NHR&C and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the M/O NHR&C will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
  - b) Has been prepared as per the format and contents defined by the M/O NHR&C in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding Documents.

The M/O NHR&C's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The M/O NHR&C shall examine the Bid to confirm that all terms and conditions specified in the **GCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The M/O NHR&C shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the M/O NHR&C determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - a) - If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the M/O NHR&C there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the M/O NHSR&C in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

#### **2.5.7. Conversion to Single Currency**

- i) As per rule, to facilitate evaluation and comparison, the M/O NHSR&C will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

#### **2.5.8. Post-Qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the M/O NHSR&C will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the M/O NHSR&C deems necessary and appropriate.

- iii) The M/O NHR&C will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid to be decided by the M/O NHR&C which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting  
the M/O NHR&C**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the M/O NHR&C on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the M/O NHR&C, it should do so in writing.
- ii) Any effort by a Bidder to influence the M/O NHR&C during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance  
Redressal**

- i) As per Rule, M/O NHR&C shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the M/O NHR&C.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule, and the same shall be addressed by the M/O NHR&C well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule and the same shall be addressed by the M/O NHR&C well before the proposal submission deadline

- iv) Any Bidder feeling aggrieved by any act of the M/O NHR&C after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the M/O NHR&C shall immediately upload the technical evaluation report on the website of A and M/O NHR&C for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the M/O NHR&C will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the M/O NHR&C will promptly notify each unsuccessful Bidder and will discharge its Bid securing declaration, pursuant to ITB Clause 2.3.7 (iv).

### **2.6.2. Performance Guarantee**

- i) The bidder shall provide performance guarantee of 7% of contract amount in the form of an unconditional bank guarantee issued by any scheduled Bank of Pakistan on the prescribed format as provided in the Bidding document.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the

award along with other remedies available. After that, the M/O NHR&C may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule read with Principles of Procurement.

**2.6.3. Signing of Contract/ Issuance of Purchase Order**

- i) At the same time as the M/O NHR&C notifies the successful Bidder that its Bid has been accepted, the M/O NHR&C will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule, where the M/O NHR&C requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the M/O NHR&C.
- iii) Where no such formal signing is required by the M/O NHR&C, the M/O NHR&C shall issue purchase order after the receipt of required performance guarantee, as per rule.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.3, under rule, the M/O NHR&C will award the contract to the successful Bidder whose Bid has been determined to be responsive, technically qualified and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. M/O NHR&C's Right to Vary Quantities at Time of Award**

- i) The M/O NHR&C reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule (not more than 15%).

**2.6.6. M/O NHR&C's Right to Accept or Reject All Bids**

- i) As per PPRA rules, the M/O NHR&C reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

- iii) The M/O NHR&C shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals but shall not be required to justify those grounds.

#### **2.6.7. Re-Bidding**

- i) If the M/O NHR&C rejects all the Bids under Rule 33 of PPRA Rules, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

#### **2.6.8. Corrupt or Fraudulent Practices**

- i) The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.
- ii) In further pursuance of this Regulatory Framework, bidders shall permit and shall cause their agents (where declared or not), sub-HR firms, sub-bidders, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
- iii) The Procuring Agency permits bidders (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.
- iv) Furthermore, it is the bidder's responsibility to ensure that its Experts, joint venture members, Sub-bidders, agents (declared or not), sub-HR firms, service providers, suppliers and/or their employees meet the eligibility requirements.

As an exception to the foregoing Clauses (i) and (ii) above:

- a. Sanctions: A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
- b. Prohibitions: Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
- c. Restrictions for public employees: Government officials and civil servants of Pakistan are not eligible to be included as Experts in the bidder's Proposal unless such engagement does not conflict with any

employment or other laws, regulations, or policies of the Government of Pakistan, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in bidder's Proposal.; and

(iii) their hiring would not create a conflict of interest.

v) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 16.1 of the General Conditions of Contract.

**2.6.9. Volume of the services to be considered in mind**

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume of the services as prescribed in Bid Data Sheet.

b. The Bidder has to maintain the rates of the services for the whole term of the contract.

c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

## Section-III.

### Terms of Reference (TORs)

### Mapping of Public & Private Health Facilities at ICT

This consultancy services are requested by:

Unit:	National Health Support Project (NHSP)
Department:	Ministry of National Health Services Regulation & Coordination (MNHSR&C)

#### 1. Purpose of Technical Assistance

To conduct mapping of public and private health & Population Welfare facilities at ICT and advice to the National Health Support Project under the Ministry of National Health Services, Regulations and Coordination (MNHSR&C) to plan, develop and implement the initiative “Developing a model health care system for Universal Health Coverage.

The model health care system will be comprehensive in terms of ensuring preventive, promotive, curative, rehabilitative and palliative health services including inter-sectoral interventions to effectively address behavioral, metabolic and environmental risks and important determinants of health. This determination will help the project in developing a comprehensive package of essential and inter-sectoral services and inter-sectoral policies are also being developed with schemes for upgradation of health infrastructure including engagement of private practitioners in UHC services.

#### 2. Background

The Government of Pakistan has expressed its resolve towards provision of essential health services to all population in the Action Plan of NHSR&C (2019-23) as it is committed to the Universal Health Coverage (UHC) and attainment of the health-related Sustainable Development Goals (SDGs). Pakistan aims to successfully implement Essential Packages of Health Services (EPHS) to ensure essential health services to the communities. It is envisaged as a great challenge in provision of basic health services in the Primary Health Care level. This has led to more demand of services in tertiary hospitals, as community and PHC center level services are sub-par, unable to offer reasonable level of essential health services. In 2019, with support from the World Health Organization (WHO), a comprehensive health facility mapping exercise was piloted in the ICT. The mapping covered **1,487 health facilities**, including **118 public**, **1,369 privates**, and **302 Lady Health Worker (LHW) Health Houses**. This initiative aimed to provide a robust foundation for evidence-based health planning, service delivery, and Universal Health Coverage (UHC) strategies. The project is now poised for **expansion and update** where a similar mapping exercise will be conducted to capture up-to-date data on health facilities in these regions.

#### 3. Rational

Mapping of health facilities is a critical step in strengthening the health system. It provides reliable and updated information on the availability, distribution, and functionality of public and private health facilities. This exercise enables evidence-based planning, efficient resource allocation, and monitoring of service delivery across regions.

Specifically, the mapping will:

- Identify service delivery gaps and overlaps at the community, district, and regional levels.
- Support integration of Primary Health Care (PHC) services and improve referral linkages between different levels of care.

- Facilitate decision-making for infrastructure upgradation, workforce deployment, and supply chain management.
- Provide geo-referenced data through GIS-enabled dashboards for better visualization and analysis.
- Strengthen partnerships with the private sector by documenting their role in service provision.
- Contribute to achieving national and global health targets, including Universal Health Coverage (UHC) and Sustainable Development Goals (SDGs).
- Identification of GP network

#### 4. Firm selection and eligibility criteria

The firm should:

- Be selected on a competitive basis in accordance with the "World Bank Procurement Regulations for IPF Borrowers: Procurement in Investment Project Financing — Goods, Works, Non-Consulting and Consulting Services" (July 2016, as revised from time to time, currently the Sixth Edition, February 2025).
- Be a legally registered consultancy/IT/research organization with a valid NTN/ST registration.
- Have at least 5 years of relevant experience in health facility mapping, health information systems, GIS-based analysis, or similar large-scale health sector projects.
- Demonstrate technical expertise in:
  - GIS and GPS-based mapping systems
  - Software and application development (Android/iOS and web-based dashboards)
  - Health data management and analytics
  - Survey design and implementation
  - Capacity building of government on mapping
- Provide evidence of successfully completing at least two similar assignments (national or international level, preferably with government, WHO, World Bank, or donor-funded projects).
- Possess sufficient financial and operational capacity to implement the assignment within the stipulated timelines.
- Ensure availability of a dedicated project manager for regular coordination with the Ministry.
- Be willing to transfer intellectual property rights (data, software, and tools) to the Ministry upon project completion.

#### 5. Total Consultancy Duration: 120 days

#### 6. This would be a QCBS method bidding process and will be proceeded through RFP after serving EOI.

#### 7. Planned timelines (subject to confirmation) Start date: June – 2026

#### 8. Geographic Focus:

- ICT (boundary & coverage will be shared with the vendor after finalization of the bidding process)

## 9. Selection Process

- Review TORs, inputs from MNHSR&C and technical team members
- NOL from WB
- Preparation and floating of EOI
- Preparation and floating of RFP to short listed EOI qualifiers
- Pre-bid meeting on 7<sup>th</sup> working day after publication of the RFP
- Proposal evaluation by Procurement Committee
- The final contract awarding

## 10. Work to be performed

**Output 1:** Basic Data gathering of public and private health & population welfare facilities, LHWs and CMWs at ICT:

- To collect basic details of public and private hospitals and health facilities along with geo location (**See attached Performa-I**).
- The statistics should include information on health facilities, covering essential human resources and the availability of key services such as laboratory, immunization, MNCH, and family planning
- To collect basic details of LHWs along with geo location of health houses (**See attached Performa-II & III**).
- Carry out survey to collect the information as per given time frame through mobile based application.

The following steps will be required:

### **Securing Necessary approvals**

- Obtain approval from the MNHSRC, regional health office, district health office, and other relevant authorities.

### **Planning Survey**

- Co-ordination with Health & Population Welfare establishments for acquiring list of health facilities and provision of survey
- Hiring of Survey Team
- Training of Survey Team
- Field Mobilization Plan

### **Implementation and execution of survey**

- Survey Data Collection and tabulation
- Data validation and verification

**Output 2:** Using IT technology and development of online dashboard (web portal) with GIS mapping of public & private health and population facilities along with information collected as per the given indicators. (Performa – I & II)

- Development of GIS enabled Android app for data collection during survey from health facilities and health houses
- Development/integration of existing online dashboard (web portal) with synching of data, tabulation, mapping and providing following features

- District maps, UC Boundaries and Population
- Settlements / Villages of rural and urban areas
- Main roads and hydrology
- Marked Health and population (public & private) facilities and health houses
- GIS Layers as per health facility types
- Graphs, tables, thematic maps to show status of HR and basic services
- Option for relocation of health facilities/ adding new health facilities (admin panel)
- Linkage with PHIS dashboard

For this dashboard (web portal), we propose Open Source technology for server-side as this is highly scalable, robust, secure, low-cost and conforms to Open standards. The dashboard should be able to view and save data in offline mode. There is no licensing cost involved in development or deployment of the system. For client side, the user will be free to use any web browser of their choice on any operating system.

**Output 3:** Capacity building of health staff on mapping process and update of real time data on the web portal including provision of training module, presentations, hand outs and other relevant materials required to conduct trickle down trainings.

### 11. Specific requirements

Dedicated Human Resource for this assignment	No	Level of Efforts (Days)
Public Health Specialist (He/she will hire field and IT team according to the need)	1	30
GIS/IT Experts / Software Developers	1	90
Data management expert	1	90

**(HR Details are mentioned in technical criteria)**

### 12. Deliverables

- 1) Inception report
- 2) Final survey tools, pilot testing of tool and survey implementation plan
- 3) Data of health facilities, LHWs and CMWs (both soft and hard copies)
- 4) GPS-enabled Android application for data collection, to be published on the Google Play Store for a period of two years, after which all rights shall be transferred to MNHSR&C
- 5) Web-based Dashboard with GIS Capability, including layered GIS analysis of mapped health facilities and health houses
- 6) Web-based Portal with defined user property rights
- 7) Migration of the Web-based Portal to the Ministry’s hosting service
- 8) Master Training of Health Staff on the mapping exercise
- 9) Training Module and Presentations
- 10) Final Activity Report along with presentation

**Note: Bidder need to fill the work plan as mentioned at Section-VII. Delivery of Services**

### 13. Payment Schedule

Sr. No.	Deliverable	Proposed Payment (%)
1	Submission and approval of Inception Report	10%
2	Final Survey Tools, Pilot Testing Report, and Survey Implementation Plan	10%
3	Submission of Data of Health Facilities, LHWs, and CMWs (Soft & Hard Copies)	25%
4	Development and Deployment of GPS-enabled Android Application	10%
5	Development of Web-based Dashboard with GIS Capability	10%
6	Development of Web-based Portal with Defined User Property Rights	10%
7	Migration of the Web-based Portal to the Ministry's Hosting Service	5%
8	Master Training of Health Staff on the Mapping Exercise	5%
9	Submission of Training Module and Presentations	5%
10	Submission and Approval of Final Activity Report along with Presentation	10%
	<b>Total</b>	<b>100%</b>

### 14. Technical Focal Point:

The Consultant/firm will work under the supervision of:

Responsible Officer:	Monitoring & Evaluation Officer	Email:	Yasir.malik8001@gmail.com
Manager:	Project Manager/ Director	Email:	<a href="mailto:nhsrpmhsrc@gmail.com">nhsrpmhsrc@gmail.com</a>

### 15. Technical inputs and coordination with all relevant entities, including but not limited to the following

- Ministry/Department of Interior
- The **Health Planning, Systems Strengthening & Information Analysis Unit (HPSIU), MNHSR&C**
- The **World Health Organization (WHO)**
- The **Islamabad Healthcare Regulatory Authority (IHRA)**
- The **Director General, Land Use planning (P&D Department) Region Office**
- DHO Offices

### 16. Place of assignment: ICT.

**17. Medium of assignment:** Data collection tools will be in English and Urdu (soft & hard). The medium of data reporting after collection and the training material will be English.

### 18. No of Health facilities to be mapped

Islamabad Capital Territory has approximately 4,000 healthcare facilities, including both public and private sector establishments such as RHCs, BHUs, FWCs, private clinics, and medical center's etc

## **19. Facility list and Baseline data**

NHSP will provide the list of public health facilities and LHWs, while the private sector is not under the government's domain; the vendor will coordinate with IHRA for private healthcare facilities

## **20. Survey coverage requirement**

All facilities mapping is preferred, If any facility remains unmapped due to unavailability at the time of visit, at least two follow-up visits should be conducted. If still not traceable, the case must be clearly documented and reported with proper justification

## **21. Authorization/introduction letters**

Ministry will issue formal authorization/introduction letter to facilitate access to public and private health facilities, LHW health houses, CMW service points, and relevant administrative offices during data collection.

## **22. Training location and participants**

All trainings will be conducted in Islamabad, at least 25-30 expected number, confirmation of the participant will be share after bidding process

## **23. Android application publication requirement**

Initially, the application will be hosted on the vendor's Google Play Store account. Later, it will be transitioned to MNHSR&C for sustainability and further management.

## **24. Hosting and deployment responsibility**

In the developing phase, the interim hosting infrastructure or cloud can be used. After development, it will be shifted to the Govt local server (NIH).

**Performa – I**  
**Questionnaire of Health Facilities**

**(Department of Health & Population Welfare Facilities/Hospitals,  
Private Hospital / LHWs/ CMWs/ Private Clinic with at-least one MBBS Doctor)**

1 Name of Health Facility

2 Name of In-charge

3 Category of Facility  Public  Private

4 Registration reference (facility code/HCC/HRA/any other) \*Health facility code of the district

5 Type of Health Facility

<input type="checkbox"/> RHC	<input type="checkbox"/> TB Clinic
<input type="checkbox"/> BHU	<input type="checkbox"/> MCH
<input type="checkbox"/> Hospital Medical Centre	<input type="checkbox"/> FWC
<input type="checkbox"/> Medical Centre	<input type="checkbox"/> FAPs
<input type="checkbox"/> Private Clinic	<input type="checkbox"/> CMW

Other: \_\_\_\_\_

6 Availability of the services \*24/7, 8-hour shift, evening clinic/OPD only

7 Owner of Health Facility Government/NGO/LHW/CMW/Private owner/other

8 Contact No.

9 (only for public sector) Does the Public/Government Medical officer practice in the private sector after duty hours?

Yes  No

Additional details: \_\_\_\_\_

**Basic Information – Human Resource**

	<b>Sanctioned Posts (No)</b>	<b>Position Held/Filled (No)</b>
10	No of Doctors	
11	No of Nurses	
12	No of LHVs	
13	No of Midwives	
14	No of Dispenser	
15	No of EPI Vaccinator	
16	No of LHS	
17	No of LHWs	
18	No of Lab Technician	
19	No of Xray Technician	
20	No of Dentist	
21	No of Dental Tech	
22	Any other	

**Health Facility Infrastructure Details**

23 No of Hospital Beds

- 24 No of Rooms
- 25 Type of Rooms (tick all that apply)
- |                          |                    |                          |                  |
|--------------------------|--------------------|--------------------------|------------------|
| <input type="checkbox"/> | OPD                | <input type="checkbox"/> | Waiting Area     |
| <input type="checkbox"/> | Consultation room  | <input type="checkbox"/> | Lab              |
| <input type="checkbox"/> | Admin / Store      | <input type="checkbox"/> | Vaccination area |
| <input type="checkbox"/> | Delivery room      | <input type="checkbox"/> | Pharmacy         |
| <input type="checkbox"/> | Emergency/ FA-room | <input type="checkbox"/> | Washroom         |

**Internet Computer Technologies & Record Keeping**

- 26 Computer/laptop availability  Yes  No
- 27 Availability of HMIS registers/forms (hard copies)  Yes  No
- 28 Internet connection  Wired  Wireless  Mobile data

**Availability of Services**

- 29 OPD Services  Yes  No
- 30 Admission Services/IPD  Yes  No
- 31 TB Center/Clinic Service  Yes  No
- 32 Dental Services  Yes  No
- 33 MNCH Services Available  Yes  No
- 34 Functional Ambulance services  Yes  No
- 35 Family Planning Services Available  Yes  No
- 36 EPI Services Available  Yes  No
- 37 Radiology services  Yes  No
- 38 Emergency services  Yes  No
- 39 Lab Facility Available  Yes  No

**Private GPs – Engagement in PHC services**

- 40 Are you Interested to have partnership with the DOH to offer PHC services?  Yes  No
- 41 Are you interested in PG Diploma program in Family Medicine (if eligible)?  Yes  No
- 42 Do you agree to sign a contract with the government to share PHC-related data for the next 5 years?  Yes  No
- 43 Are you willing to have your health facility assessed for the provision of PHC services?  Yes  No

GIS location:

**Performa – II**  
**Questionnaire for Lady Health Worker**

- 1 Name of LHW
- 2 LHW Code
- 3 Name of Supervisor (LHS)
- 4 Duration of services
- 5 Attached First level Care facility (FLCF) Name
- 6 Union Council
- 7 Sector / Mohalla / Village
- 8 Catchment Area Name
- 9 Covered Area Population
- 10 LHW Health House established?  Yes  No

If yes, date: \_\_\_\_\_

GIS location:

**Performa – III**  
**Questionnaire for Community Midwives (CMW)**

1	Name of CMW	
2	CMW Code/ID	
3	Name of Supervisor (if any):	
4	Duration of services	
5	Attached First level Care facility (FLCF) Name	
6	Union Council	
7	Sector / Mohalla / Village	
8	Catchment Area Name	
9	Covered Area Population	
10	Has the CMW established a Midwifery House / Service Point?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Availability of Delivery Room:	<input type="checkbox"/> Yes <input type="checkbox"/> No

GIS Location:

## Section-IV: Bid Data Sheet

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>1.</b>	<b>2.1.1</b>	<p>Name: M/O NHR&amp;C</p> <p>The subject of procurement is: <b>“Hiring Consultant Services for Mapping of Public and Private Health Facilities for ICT”</b></p> <p>Period of Contract: 120 days</p>
<b>2.</b>	<b>2.1.2</b>	<p>Financial year for the operations of the M/O NHR&amp;C: <i>FY 2025-26 Onwards</i></p> <p>Name of Project: “National Health Support Project for Ensuring Universal Health Coverage in ICT”</p> <p>Name of financing institution: Government of Pakistan &amp; World Bank</p> <p>Name and identification number of the Contract:</p> <p><b>Reference No.</b></p>
<b>3.</b>	<b>2.3.6(iii)</b>	Demonstration of authorization by manufacturer: Not Applicable

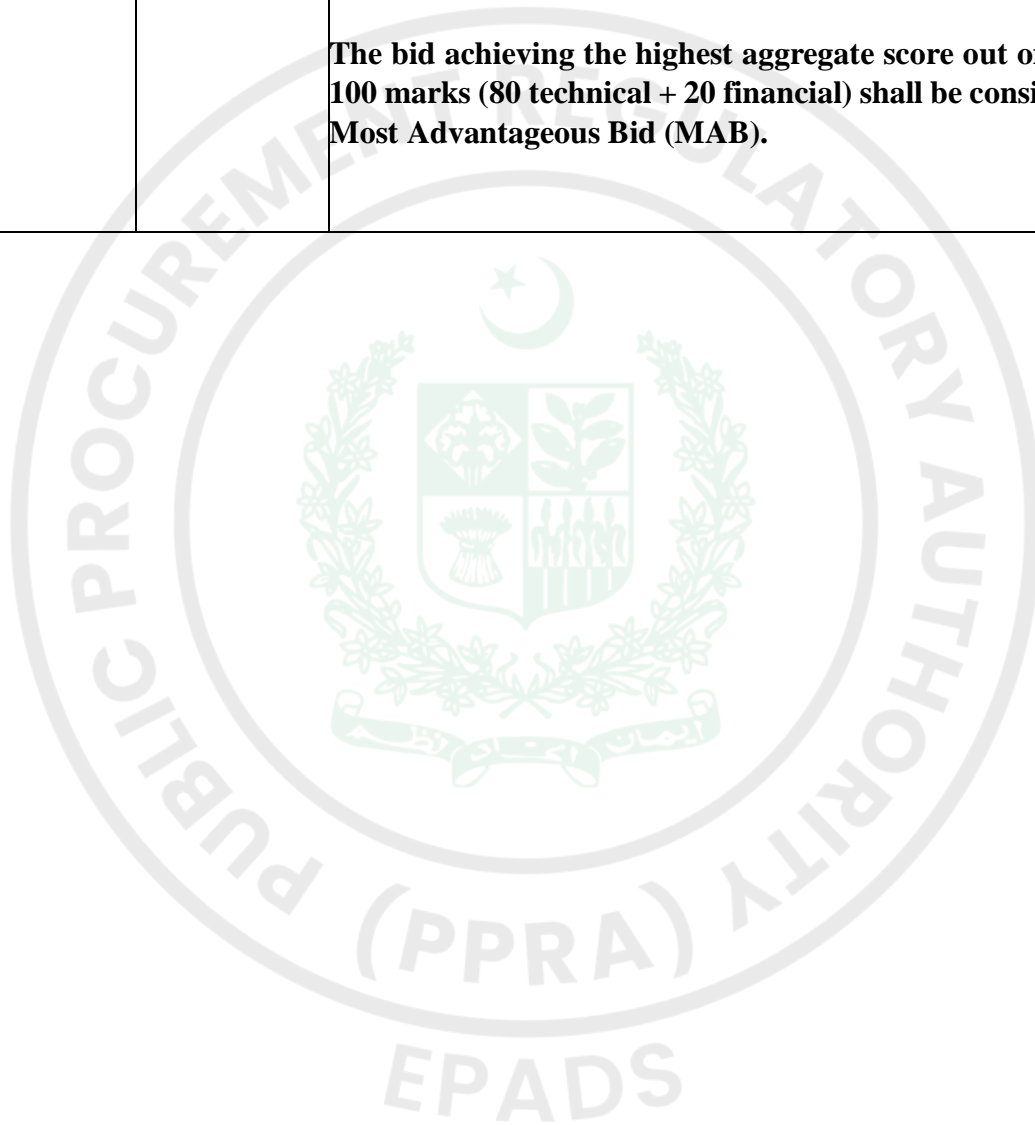
<b>B. Bidding Documents</b>		
<b>4.</b>	<b>2.2.2</b>	The email address for clarification of Bidding Documents is <a href="mailto:nhspmnhsrc@gmail.com">nhspmnhsrc@gmail.com</a>
<b>5.</b>	<b>2.2.2</b>	Pre-bid meeting shall be held on 11 June, 2026 at 11:00 am PST(optional)
<b>6.</b>	<b>2.3.9</b>	The number of bidding documents to be completed and returned is in one original and one copy. Bidding documents should also be uploaded on E-PADS. Bidders are also required to provide a USB which includes i) an electronic version of the Bid in PDF format scanned from the original bid,
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
<b>7.</b>	<b>2.3.1</b>	<i>Bid language must be ENGLISH.</i>
<b>8.</b>	<b>2.3.4</b>	The price quoted shall be in <b><u>Pakistani Rupees PKR.</u></b>
<b>9.</b>	<b>2.3.4</b>	Prices shall be fixed.

<b>D. Preparation and Submission of Bids</b>		
<b>10.</b>	<b>2.2.2</b>	Bid shall be submitted to: <b>NHSP Office/ Project Director, NHSP, Plot No. 207, Main Service Road, I-10/3, Islamabad Tel: 051-4800284</b>
<b>11.</b>	<b>2.4.2</b>	The deadline for Bid submission is  a) Day : <i>Wednesday</i>  b) Date: <i>22 June, 2026</i>  Time: <i>1100 hrs</i>
<b>12.</b>	<b>2.5.1</b>	Time, date/ Month/ Year, and place for bid opening. Day : <i>Monday</i> Date: <i>22 June, 2026</i> Time: <i>1130hrs</i>  <b>Conference Hall, M/o NHR&amp;C, 3rd FLOOR, KOHSAR BLOCK, PAK SECRETARIAT, ISLAMABAD.</b>
<b>13.</b>	<b>2.6.2</b>	Amount of Performance Guarantee is: <b>7% of the contract amount</b>
<b>14.</b>	<b>2.3.7</b>	Bid Securing Declaration will be submitted as per Form 8.6 as provided in Section-VIII of the bidding document”
<b>15.</b>	<b>2.3.8</b>	Bid validity period after opening of the Bid is: 120 days
<b>16.</b>	<b>2.3.9</b>	Number of copies of the Bid to be provided are: one copy along with one original bid is required.

EPADS

<b>E. Opening and Evaluation of Bids</b>		
<b>18.</b>	<b>2.5.1</b>	<p>The Bid opening shall take place at:</p> <p><b>M/o NHR&amp;C</b>, Committee room, 3<sup>rd</sup> floor, Kohsar block, Pak Secretariat, Islamabad Day : <i>Wednesday</i></p> <p>Date: <i>22 June, 2026</i></p> <p>Time : <i>1130 hrs</i></p>
<b>19.</b>	<b>2.3.4</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pakistani Rupees (<i>PKR</i>)</p> <p>The source of exchange rate shall be: Not Applicable</p> <p>The date of exchange rate shall be: Not Applicable</p>
<b>F. Bid Evaluation Criteria</b>		
<b>20.</b>	<b>2.1.3 &amp; 2.5.8</b>	<p><b>Criteria for Bid evaluation</b></p> <p><b>Mandatory Requirements for Responsiveness/ Eligibility.</b></p> <p>Following documents are mandatory requirements that must be fulfilled by the firm. Failure to provide the following documents at the time of submission of the proposal shall constitute enough grounds for disqualification and rejection of the proposal;</p> <ol style="list-style-type: none"> <li>a) Valid Tax Compliance Certificate for NTN and STRN with active status on ATL both for NTN &amp; STN</li> <li>b) Undertaking on stamp paper of appropriate value; that no litigations have been initiated against the firm from any Public Sector entity otherwise provide complete details of such litigations, including but not limited to, the nature/description of litigation, the amount under dispute etc.</li> <li>c) The bidder shall provide an undertaking that the bidder has not been declared blacklisted by any national institution and/or by any international/foreign organization.</li> </ol> <p>After meeting the eligibility, qualification, and substantial responsiveness criteria, bids shall first be evaluated on technical</p>

		<p>merit.</p> <p>Only bids scoring at least 70% of the total 100 marks in the technical evaluation shall be considered technically viable and qualify for financial evaluation. For the financial evaluation, the bid with the lowest quoted cost shall receive the maximum 10 marks, while all other bids shall be awarded marks in proportion to the lowest bid using a pre-defined formula.</p> <p><b>The bid achieving the highest aggregate score out of the total 100 marks (80 technical + 20 financial) shall be considered the Most Advantageous Bid (MAB).</b></p>
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**Bid Evaluation Criteria under 2.1.3 and 2.5.8 shall be as follows:**

**Evaluation criteria and Methodology (QCBS – 80:20)**

The proposals shall be evaluated using the **Quality and Cost Based Selection (QCBS)** method with the following weightages:

- **Technical Proposal:** 80%
- **Financial Proposal:** 20%

Only those bidders who qualify the **minimum technical score** shall be considered for financial evaluation.

**A. Technical Evaluation (80 %)**

The Technical Proposal shall be evaluated out of **100 marks**, which will later be weighted to **80%**.

**Minimum Qualifying Score**

A bidder must obtain **at least 70 marks out of 100** in the technical evaluation to qualify for financial evaluation.

<b>TECHNICAL EVALUATION CRITERIA</b>			
	<b>CRITERIA</b>	<b>MARKS (Max)</b>	<b>DOCUMENTS REQUIRED</b>
<b>A.</b>	<b>FINANCIAL CAPABILITY</b>	<b>20</b>	
<b>1.</b>	<ul style="list-style-type: none"> <li>• 5.0-10.0 million Pak Rupees (6 marks)</li> <li>• 10.01-20.0 million Pak Rupees (12 marks)</li> <li>• Above 20.0 million Pak Rupees (20 marks)</li> </ul>	<b>20</b>	Information to be provided on prescribed Form A-5
<b>B.</b>	<b>GENERAL WORK EXPERIENCE</b>	<b>20</b>	
<b>1.</b>	<p><b>Duration of Incorporation:</b> The applicant firm shall be registered or incorporated as a <b>IT/Technology or Geospatial Services/ Consulting Firm</b>. Five (05) marks shall be granted in case of five (05) years' experience after registration or incorporation; whereas for each additional year, 0.5 additional mark shall be added, up to the total of attaining maximum marks.</p>	<b>10</b>	Certificate of incorporation

2.	<b>Past Experience:</b> Past Experience of the firm in various spheres of <b>GIS/GPS data handling projects</b> . 2 marks shall be awarded for each project.	<b>10</b>	Successful completion certificate issued by the concerned organization is to be provided. on prescribed Form B-1 & Form B-2
<b>C.</b>	<b>SPECIFIC WORK EXPERIENCE (excluding that of Part-B above)</b>	<b>30</b>	
1.	Past Experience of firm in providing GIS/GPS <b>mapping</b> data expertise in the <b>Public Sector Organizations/ UN Agencies/ MN Cs</b> . Five (05) marks shall be awarded for each completed project involving the same criteria; whereas additional one (1) mark shall be awarded if consultancy services carried out in each public sector project, up to the maximum of 20 Marks.	<b>20</b>	Successful completion certificate issued by the concerned organization is to be provided. on prescribed Form C-1 & Form C-2
2.	Past experience of working with the <b>Private Sector entity</b> related to GIS/GPS <b>mapping</b> data handling projects: Two (2) marks shall be awarded for each completed project involving the same criteria	<b>10</b>	Successful completion certificate issued by the concerned organization is to be provided. on prescribed Form C-3 & Form C-4
<b>D.</b>	<b>HUMAN RESOURCES CAPABILITY</b>	<b>30</b>	
1.	Minimum Qualification and Experience of the personnel of the firms is specified in the Annexure-A. In case of higher qualification, the same may be considered as substitute of two (2) years of experience, whereas the Ph.D. degree in the relevant field may be considered as substitute of four (4) years' experience.	<b>30</b>	Information to be provided on prescribed Form-D-1
	<b>Grant Total</b>	<b>100</b>	

Technical Score Formula:

$$Ts = \frac{\text{Marks obtained}}{100} \times 80$$

**B. Financial Evaluation (20 %)**

Only technically qualified bidders shall be considered.

**FORM-FP-1: SUMMARY OF FINANCIAL PROPOSAL**

**Name of Bidder:** \_\_\_\_\_

**RFP Reference No.:** \_\_\_\_\_

<b>Sr. No.</b>	<b>Description</b>	<b>Amount (PKR)</b>
A	Total Cost (Excluding Taxes)	
B	Applicable Taxes (Specify %)	
C	<b>Total Financial Bid (Including Taxes)</b>	

**Note:** Amount at C shall be considered as the **Financial Bid Price (Pf)** for evaluation purposes.

**FORM-FP-2: DETAILED COST BREAKDOWN**

<b>Sr. No.</b>	<b>Cost Component</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (PKR)</b>	<b>Total Cost (PKR)</b>
1	Team Leader – Professional Fees	LS / Month			
2	GIS Specialist – Professional Fees	LS / Month			
3	Field Enumerators	LS / Month			
4	Field Data Collection & Surveys	LS			
5	GIS Mapping & Spatial Analysis	LS			
6	Data Validation & QA	LS			
7	Report Writing & Documentation	LS			
8	Trainings / Workshops (if any)	LS			
9	Travel & Logistics	LS			
10	Administrative & Overheads	LS			
11	Other Costs (Specify) _____	LS			
	<b>Sub-Total (Excluding Taxes)</b>				
	Applicable Taxes				
	<b>Grand Total (PKR)</b>				

Financial Score Formula:

$$FS = \frac{\text{Lowest Evaluated Financial Bid}}{\text{Bidders Financial Bid}} \times 20$$

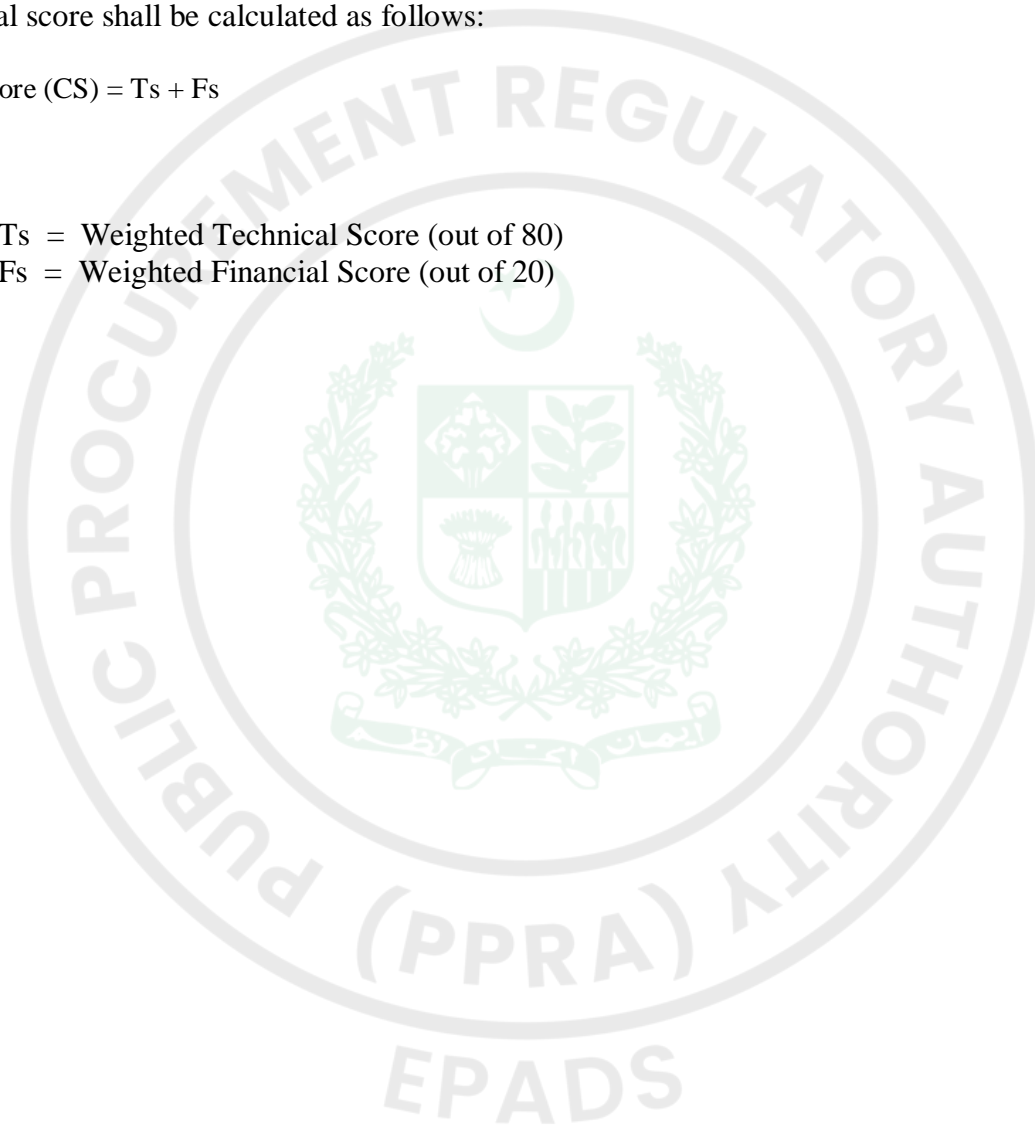
***C. Combined Evaluation (Final Score)***

The final score shall be calculated as follows:

$$\text{Final Score (CS)} = Ts + Fs$$

Where:

- Ts = Weighted Technical Score (out of 80)
- Fs = Weighted Financial Score (out of 20)



**FORM A-5**  
**FINANCIAL CAPABILITY OF THE FIRM(S)**

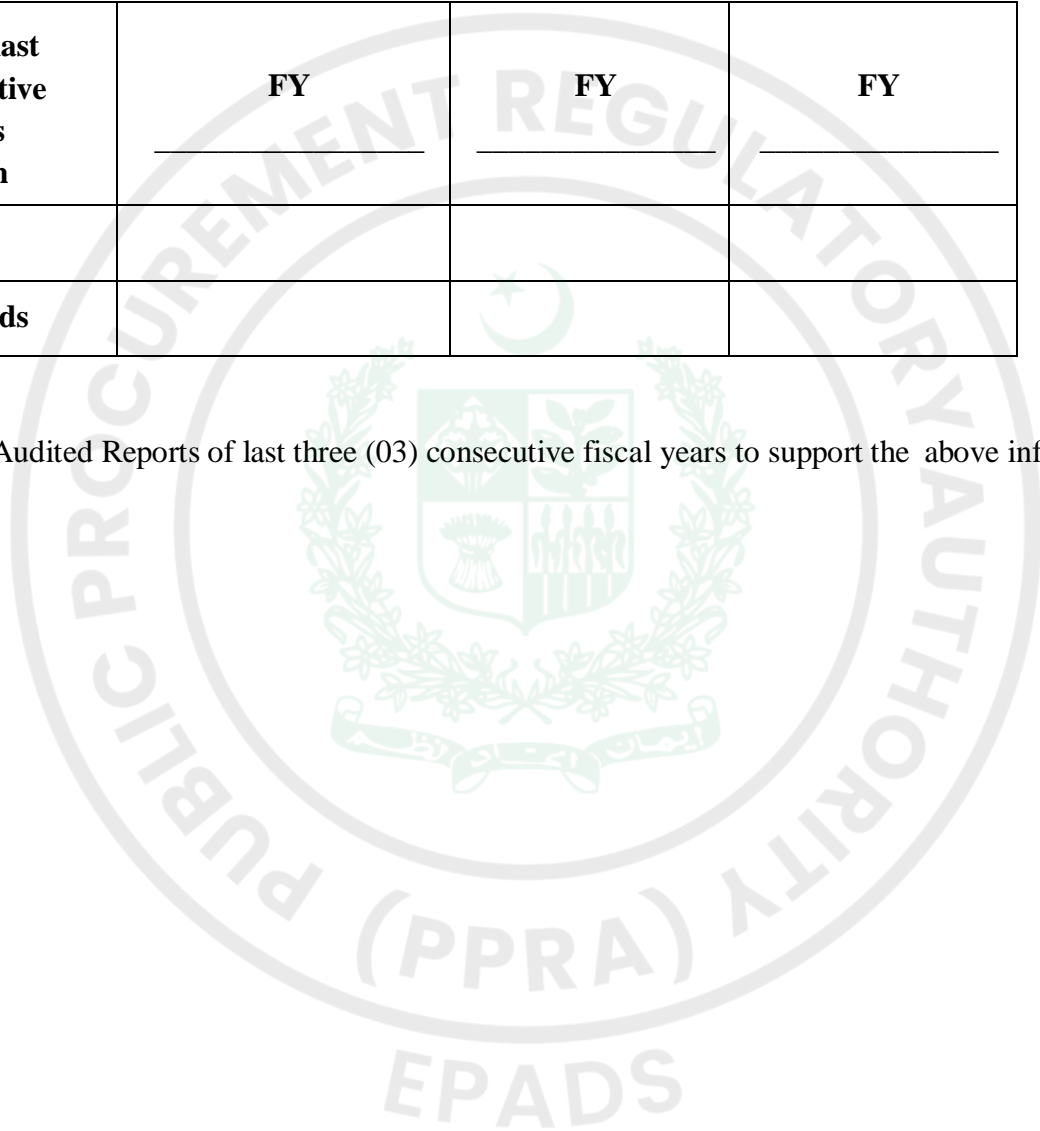
Full name of the Applicant Firm(s): \_\_\_\_\_

*FINANCIAL STATUS*

<b>Turnover of last three consecutive fiscal years Description</b>	<b>FY</b>	<b>FY</b>	<b>FY</b>
	_____	_____	_____
<b>Amount in Rs.</b>			
<b>Amount in words</b>			

**Note:**

1. Submit Audited Reports of last three (03) consecutive fiscal years to support the above information.



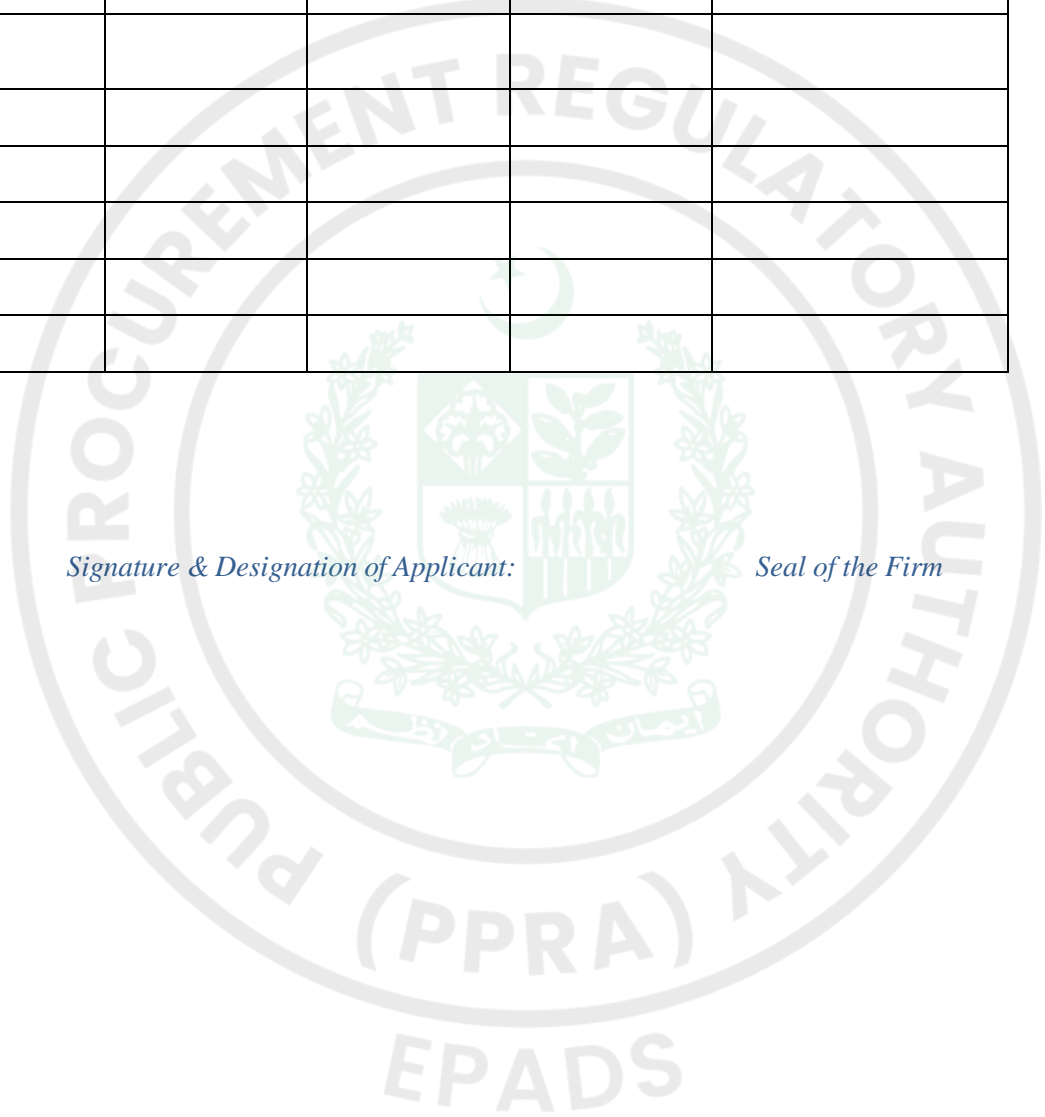
**FORM B-1**  
**GENERAL WORK EXPERIENCE OF THE APPLICANT FIRM(S)**

S. N.	Name of the project	Location	Client value of contract (Rs.)	Year of completion	Description of relevant work
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Date:

Signature & Designation of Applicant:

Seal of the Firm



**FORM B-2**  
**DETAILS OF THE WORKS STATED IN FORM B-1**  
 (DETAILS OF THE WORKS SHOWN IN FORM B-1)

The following information should be provided in the format indicated for each reference project for which your company was legally contracted.

<b>Project Name:</b>		<b>Country:</b>	
<b>Project Location:</b> <b>Name of Client:</b> <b>Approximate value of Services:</b>		<b>Project turnover:</b>	
<b>Start Date: (Month/Year)</b>	<b>Set Completion Date: (Month/Year)</b>	<b>Actual Completion Date: (Month/Year)</b>	
<b>Project Details:</b>			

*Date:*

*Signature & Designation of Applicant:*

*Seal of the Firm*

**FORM C-1**

**SPECIFIC WORK EXPERIENCE OF THE APPLICANT FIRM(S)**

<b>S. N.</b>	<b>Name of the project</b>	<b>Location</b>	<b>Client value of contract</b>	<b>Year of completion</b>	<b>Description of relevant work</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					

*Date:*

*Signature & Designation of Applicant:*

*Seal of the Firm*

**FORM C-2**  
**DETAILS OF THE WORKS STATED IN FORM C-1**  
 (DETAILS OF THE WORKS SHOWN IN FORMS C-1)

The following information should be provided in the format indicated for each reference project for which your company was legally contracted.

<b>Project Name:</b>		<b>Country:</b>	
<b>Project Location:</b>		<b>Project turnover</b>	
<b>Name of Client:</b>			
<b>Approximate value of Services:</b>			
<b>Start Date: (Month/Year)</b>	<b>Set Completion Date: (Month/Year)</b>	<b>Actual Completion Date: (Month/Year)</b>	
<b>Project Details:</b>			

*Date:*

*Signature & Designation of Applicant:*

*Seal of the Firm*

**FORM C-3**

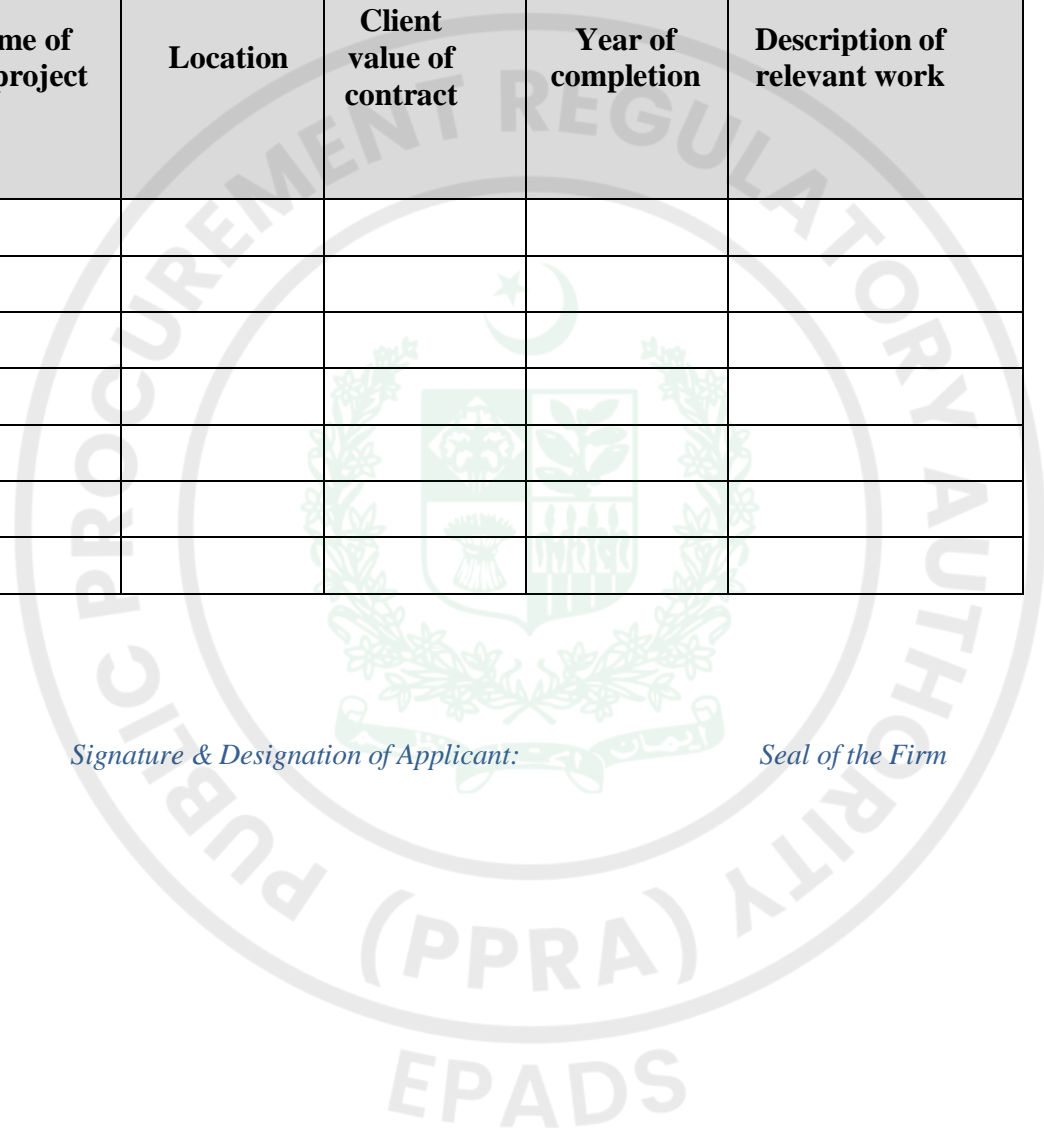
**SPECIFIC WORK EXPERIENCE OF THE APPLICANT FIRM(S)**

S. N.	Name of the project	Location	Client value of contract	Year of completion	Description of relevant work
1.					
2.					
3.					
4.					
5.					
6.					
7.					

*Date:*

*Signature & Designation of Applicant:*

*Seal of the Firm*



**FORM C-4**  
**DETAILS OF THE WORKS STATED IN FORM C-3**  
 (DETAILS OF THE WORKS SHOWN IN FORMS C-1)

The following information should be provided in the format indicated for each reference project for which your company was legally contracted.

<b>Project Name:</b>		<b>Country:</b>	
<b>Project Location:</b>		<b>Project turnover</b>	
<b>Name of Client:</b>			
<b>Approximate value of Services:</b>			
<b>Start Date: (Month/Year)</b>	<b>Set Completion Date: (Month/Year)</b>	<b>Actual Completion Date: (Month/Year)</b>	
<b>Project Details:</b>			

*Date:*

*Signature & Designation of Applicant:*

*Seal of the Firm*

## FORM-D-1

### DETAILS OF KEY PERSONNEL/ PROFESSIONALS

S. No.	Designation	Name	Qualification (including university & year of degree obtained after graduation)	Full time/part time	Total years of experience	Projects currently involved in
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

**Note:** Duly signed bio-data of personnel must be attached. Professional Degrees shall be accredited by respective professional statutory body.

## Human Resources Capability

S. No.	Key Positions & Professionals	Expertise	Minimum Requirements
1	<b>Project Lead – Performance Management Expert</b>	Ph.D. in GIS/Geoinformatics/Remote Sensing/ Geospatial sciences with 5 years' experience	One (01) Expert <b>Max Marks: 10</b>
2	<b>GIS Consultant(s)</b>	MS/ M. Phil Degree in GIS/Geography/Geospatial sciences with 5 years' experience (5 point for one expert)	Minimum of two (02) consultants <b>Max Marks: 10</b>
3	<b>GIS Data Specialist</b>	Bachelor's Degree in GIS/Geography/Geospatial sciences with 5 years' experience (1 point for one expert) (Additional one point to be awarded for MS degree in the same field).	Minimum of two (02) <b>Max Marks: 5</b>
4	<b>Data Analyst / Performance Reporting Expert</b>	Bachelor's Degree in Statistics / Data Sciences with 5 years' experience	Minimum of two (02) analyst <b>Max Marks: 5</b>
<b>Overall Maximum Marks</b>			<b>Max Marks: 30</b>

## Section-V: General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between M/O NHR&C and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) “GCC” means the General Conditions of Contract contained in this section.
- (d) “SCC” means the Special Conditions of Contract.
- (e) “The Service Provider” means the Bidder or firm supplying the Services under this Contract.
- (f) “The Services” means the provision of service for PGD program and ancillary services as provided in Technical Specifications under Section 3.1 of the Bidding Documents, which the Service provider is required to supply to the M/O NHR&C under the Contract.
- (g) “The M/O NHR&C” means the organization purchasing the Services;
- (h) M/O NHR&C’s country of origin is Pakistan

### 2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Country of Origin

*[where applicable]*

3.1. All Services supplied under the Contracts shall have their origin in Pakistan.

3.2. For purposes of this Clause, “origin” means the place where the Services are supplied.

#### **4. Standards**

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications

#### **5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

5.1. The Service Provider shall not, without M/O NHR&C's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of M/O NHR&C in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without M/O NHR&C's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of M/O NHR&C and shall be returned (all copies) to M/O NHR&C on completion of the Service Provider's performance under the Contract if so, required by the Procuring Agency.

5.4. The Service Provider shall permit M/O NHR&C to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors.

#### **Performance Guarantee**

6.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to M/O NHR&C the Performance Guarantee in the amount specified in SCC/Bid Data Sheet

6.2. The proceeds of the Performance Guarantee shall be payable to M/O NHR&C as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in M/O NHR&C's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by M/O NHR&C and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **1. Incidental material**

1.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

## **2. Payment**

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to M/O NHR&C in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. Payments shall be made promptly by the M/O NHR&C, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *PKR*

## **9. Prices**

9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by M/O NHR&C}.

## **10. Change Orders**

10.1 M/O NHR&C may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of M/O NHR&C's change order.

## **11. Contract Amendments**

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**12. Assignment** 12.1. The Service Provider shall not assign the whole or part of contract to anybody else.

**13. Sub-contracts** 13.1. Sub contracting is not allowed under the contract.

**14. Delays in the Service**

**Provider's Performance** 14.1. Performance of Services shall be made by the Service Provider in accordance with the TORs as prescribed by M/O NHR&C and is part of the bidding document.

14.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify M/O NHR&C in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, M/O NHR&C shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

**15. Liquidated Damages**

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, M/O NHR&C shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, M/O NHR&C may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

**16. Termination for Default**

16.1. M/O NHR&C, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by M/O NHR&C pursuant to

GCC Clause 14;

- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of M/O NHR&C has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices.
- (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment M/O NHR&C; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive M/O NHR&C of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

16.2. In the event M/O NHR&C terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, M/O NHR&C may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to M/O NHR&C for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of M/O NHR&C in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, M/O NHR&C and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify M/O NHR&C in writing of such condition and the cause thereof. Unless otherwise directed by M/O NHR&C in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**18. Termination for Insolvency**

18.1. M/O NHR&C may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to M/O NHR&C

**19. Termination for Convenience**

19.1. M/O NHR&C, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for M/O NHR&C's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by M/O NHR&C on the Contract terms and prices. For the remaining Services, M/O NHR&C may choose

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, M/O NHR&C and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, M/O NHR&C and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration in accordance with Arbitration Act-1940

## **21. Governing Language**

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **22. Applicable Law**

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

## **23. Notices**

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **24. Taxes and Duties**

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to M/O NHR&C.

## **25. Extension in Contract period**

Initially the contract will be for 7 years. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period as determined by the authority and as per same or revised TORs. Extension in the contact agreement shall be the discretion of M/O NHR&C and the service provier has no right to claim further extension as a matter of right in the contract.

## **Section-VI. Special Conditions of Contract**

### **G.C.C. 20.2**

#### **Dispute Resolution**

If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. Secretary (Finance) shall be the arbitrator. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.

#### **Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.

#### **Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with

the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



## Section-VII. Delivery of Services

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which service is required.

Title of Services	Delivery schedule in weeks
<b>Deliverable 01</b> – Inception report	
<b>Deliverable 02</b> – Final survey tools, pilot testing of tool and survey implementation plan	
<b>Deliverable 03</b> Data of health facilities, LHWs and CMWs (both soft and hard copies)	
<b>Deliverable 04</b> GPS-enabled Android application for data collection, to be published on the Google Play Store for a period of two years, after which all rights shall be transferred to MNHSR&C	
<b>Deliverable 05</b> Web-based Dashboard with GIS Capability, including layered GIS analysis of mapped health facilities and health houses	

<b>Deliverable 06</b> Web-based Portal with defined user property rights	
<b>Deliverable 07</b> Migration of the Web-based Portal to the Ministry's hosting service	
<b>Deliverable 08</b> Master Training of Health Staff on the mapping exercise	
<b>Deliverable 09</b> Training Module and Presentations	
<b>Deliverable 10</b> Final Activity Report along with presentation	

*Note: The bidder may provide additional explanatory notes or attach a Gantt chart, but this form must be submitted in full as is.*

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

## Section-VIII: Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Securing Declaration, either in the form included hereafter or in another form acceptable to the FBR, pursuant to ITB Clause 2.3.7

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections pursuant to ITB Clause 2.5.6 and GCC Clause 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

## 8.1 Bid Form

*[To be signed & stamped by the Services Provider and reproduced on the letter head. To be attached with the Technical Bid.]*

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

To: *[name and address of M/O NHR&C]*

Gentlemen and/or Ladies:0

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the M/O NHR&C.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/services shall be made part of the bid.

- d) Any other document required by the M/O NHR&C.

**[In case of single stage two envelope bidding procedure],**

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following:-**

- e) Complete bidding document (without filling) signed and stamped by the bidder
- f) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- g) Copy of bid securing declaration form in the manner as prescribed on the bid securing declaration. Any other document required by the M/O NHR&C.

**Financial bid includes the following:-**

- a) Original Bid form on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid securing declaration form .

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of services provider	Amount and Currency
_____	_____
_____	_____
_____	_____

(if none, state “none”)

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this \_\_\_\_\_ day of \_20\_\_\_\_.

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



### 8. 2Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Constitution/ Legal Status:
3.	<b>Registered Office:</b>
	Address:
	Office Telephone Number:
	Fax Number:
4.	<b>Contact Person:</b>
	Name:
	Personal Telephone Number:
	Email Address:
5.	<b>Local office if any:</b>
	Address:
	Office Telephone Number:
	Fax Number:
6.	<b>Registration Details:</b>

a) Audited Financial Statement Attachment/Income Tax Returns (Last \_\_\_\_ years)

Yes	No
-----	----

b) Details of Experience (Last \_\_\_\_ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No

d) Testimonials from past clients on recruitment and payroll services

e) Anticipated resources that will be assigned to the project (Total Number, Title, Experience)

### 8.3 General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

		Particulars			
<b>Company / Entity Name</b>					
<b>Abbreviated Name</b>					
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>		
<b>PRA Tax No.</b>					
<b>No. of Employees</b>			<b>Company / Entity Date of Formation</b>		

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

<b>Registered Office Address</b>		State/Province	
<b>City/Town</b>		Postal Code	
<b>Phone</b>		Fax	
<b>Email Address</b>		Website Address	

## 8.4 Affidavit

*[To be printed on PKR 100 Stamp Paper not older than 3 months to the effect that, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_  
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of M/O NHR&C]* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of M/O NHR&C]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the M/O NHR&C.
- (ii) The documents/photocopies provided with Bid are authentic. In case any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

*[Name of the HR firm/ Bidder/ Service provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company.*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

## 8.5 Contract Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_ day of \_\_\_\_\_ 20\_\_ between [name of M/O NHR&C] of [country of M/O NHR&C] (hereinafter called “the M/O NHR&C”) on the one part and [name of Service provider] of [city and country of Service provider] (hereinafter called “the Service provider”) on the other part:

WHEREAS the M/O NHR&C invited Bids for certain services and ancillary services, viz., [brief description of services] and has accepted a Bid by the Service provider for the supply of those services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract; and
  - (e) the M/O NHR&C’s Notification of Award.
  - (f) Contract agreement
  - (g) Complete Bidding document
3. In consideration of the payments to be made by the M/O NHR&C to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the M/O NHR&C to provide the services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The M/O NHR&C hereby covenants to pay the Service provider in consideration of the provision of the services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS WHEREOF**, this Agreement has been signed by the Parties through their duly authorised representatives on the Signing Date.

THE FEDERAL BOARD OF REVENUE	SIGNATURES
<p>through its authorized signatory</p> <p><b>Name:</b>  <b>Designation:</b>  <b>CNIC No.:</b></p>	<p>.....</p>
<p><b>[Insert Name of Applicant Company]</b>  through its authorized signatory</p> <p><b>Name:</b>  <b>Designation:</b>  <b>CNIC No.:</b></p>	<p>.....</p>
<p>In the presence of signature of  <b>WITNESSES</b></p> <p><b>Name:</b>  <b>Address:</b>  <b>CNIC No.:</b></p>	<p>.....</p>
<p><b>Name:</b>  <b>Address:</b>  <b>CNIC No.:</b></p>	<p>.....</p>

EPADS

## 8.6 Bid-Securing Declaration Form

*(The Bidder shall fill in this Form in accordance with the instructions indicated.)*

Date: [date (as day, month and year)]

No.: [number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Procuring Agency]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of : \_\_\_\_\_

\*In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is an essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	Bid Securing Declaration Form must be submitted with technical proposal.		
2.	HEC accreditation documentation		
3.	Active Registration with Income Tax Authorities (National Tax Number NTN) at least two years old		
4.	Copy of active Registration with Sales Tax Authorities (STRN)		
5.	Documents required under Technical Evaluation Criteria		
6.	Financial Bid Form on letter head of the firm, duly signed and stamped.		
7.	Bid Securing Declaration Form on letter head of the firm, duly signed and stamped.”		
8.	General Information Form on letter head of the firm duly signed and stamped.		
9.	Affidavit on non-judicial Stamp Paper of Rs. 100/-not older than 3 months to the effect that: (i) The firm is not currently blacklisted by the PPRA. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per Rules / Laws. (iii) Affidavit for correctness of information. Affidavit for correction of information Form on the firm's letterhead, duly signed and stamped.		

**Stamp & Signature of Bidder** \_\_\_\_\_