

STANDARD FORM OF BIDDING DOCUMENTS

FOR

ESTABLISHMENT & MANAGEMENT OF LABORATORIES IN

KHYBER PAKHTUNKHWA

Foreword

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

Table of Contents

[Definitions: 1](#_Toc106002477)

[Letter of Invitation (LOI) 2](#_Toc106002478)

[Request For Proposal 1](#_Toc106002479)

[2. Instructions to the Consultant (ITC) and Data Sheet: 2](#_Toc106002480)

[3. PREPARATION OF PROPOSAL 3](#_Toc106002481)

[a. Technical Proposal 3](#_Toc106002482)

[b. Financial Proposal 5](#_Toc106002483)

[4. SUBMISSION OF PROPOSALS 5](#_Toc106002484)

[5. PROPOSAL EVALUATION 7](#_Toc106002485)

[TECHNICAL PROPOSAL 7](#_Toc106002486)

[FINANCIAL PROPOSAL 7](#_Toc106002487)

[6. CONTRACT NEGOTIATION 8](#_Toc106002488)

[7. AWARD OF CONTRACT 9](#_Toc106002489)

[8. PERFORMANCE GUARANTEE 9](#_Toc106002490)

[9. TERMS OF PAYMENT 9](#_Toc106002491)

[10. TERMINATION OF CONTRACT 10](#_Toc106002492)

[11. REJECTION CRITERIA 10](#_Toc106002493)

[12. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT 10](#_Toc106002494)

[13. CONFIRMATION OF RECEIPT 11](#_Toc106002495)

[BID DATA SHEET 12](#_Toc106002496)

[STANDARD FORMS 25](#_Toc106002497)

[APPENDIX-I: TECHNICAL PROPOSAL FORMS 25](#_Toc106002498)

[Form 1: FIRM’S REFERENCE 26](#_Toc106002499)

[Form 2: PRESENT STAFF DEPLOYMENT 27](#_Toc106002500)

[Form 3: COMMENTS/SUGGESTIONS OF CONSULTANT 28](#_Toc106002501)

[Etc. 28](#_Toc106002502)

[Form 4: APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT 29](#_Toc106002503)

[Form 5: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF 30](#_Toc106002504)

[Form 6: WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (Optional) 32](#_Toc106002505)

[Form 7: COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TOBE ASSIGNED TO EACH TEAM MEMBER 33](#_Toc106002506)

[APPENDIX-II: FINANCIAL PROPOSAL FORMS 34](#_Toc106002507)

[SUMMARY OF COST OF CONSULTANT 35](#_Toc106002508)

[Form 2: DETAIL BREAK UP OF SALARY COST 36](#_Toc106002509)

[Form 3: DETAIL BREAK UP OF DIRECT COST 37](#_Toc106002510)

[CONTRACT AGREEMENT 38](#_Toc106002511)

**Preface**

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

# Definitions:

* “Bidder” means a registered Non-Government &For-Profit Organization or a Consulting Firm complying with criteria given in the bid data sheet. The Bidder shall be a legal entity dually registered with relevant tax and government authorities.
* "Bidding document" means this document along with its appendices and annexure offered to the prospective firms as a result of RFP against payment of specified charges in order to invite technical and financial bids to carryout Management & Conduct of this event and all other associated functions assigned by the Client i.e. Khyber Medical University, Khyber Pakhtunkhwa under the provisions of award of contract/ contract agreement.
* "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be qualified or supplemented, and the Appendices.
* “Contract Price” means the entire sum of portion thereof payable to the Consulting firm under the Contract in lieu of the performance and conduct of event and associated activities as per contract agreement.
* "Client" means the organization/ department with which the selected Consultant/ consulting firm signs the Contract for the provision of Services hereinafter referred to as Khyber Medical University (KMU).
* "Consulting Firm" means any private service provider, a registered Non-Government & For-Profit Organization or a Consulting Firm complying with criteria given in thebid data sheet. The Bidder shall be a legal entity dually registered with relevant tax and government authorities.
* "Bid Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
* "Day" means calendar day.
* "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.
* "Joint Venture" means a Consultant which comprises of two Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
* “KPPRA” means Khyber Pakhtunkhwa Public Procurement Regulatory Authority, established by the Government of Khyber Pakhtunkhwa
* “Bid bond” means the surety given by the firm in order to protect the intellectual labor on the part of the PE.
* "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
* "Proposal" means a technical proposal or a financial proposal, or both.
* "QCBS" means Quality- and Cost-Based Selection.
* “RFP” means this Request for Proposal.
* "Services" means the work to be performed pursuant to the Contract.
* "Standard Electronic Means" includes facsimile and email transmissions.
* “Government” means Federal Government or any Provincial Government in Pakistan including its any Subsidiary/ Associate Ministry/ Department/ Authority/ Board/ Commission/ Corporation etc
* "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

# Letter of Invitation (LOI)

Invitation/File No ;

Khyber Medical University, Peshawar Dated: date of advertisement

[Name and Address of Consultant]

Dear Mr./Ms.:

1. The Khyber Medical University Peshawar (hereinafter called “Procuring Entity ”) now invites proposals to provide the following consulting services: *Establishment & Management of Laboratories in Khyber Pakhtunkhwa*. More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre- qualified/interested Consultants:

[List of Shortlisted Consultants]

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

1. A firm will be selected under as per selection method mentioned in this document and procedures described in this RFP, in accordance with the KPPR 2014.
2. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference Section 6 - Standard Forms of Contract

1. Please inform us in writing at the following address Chairman Purchase Committee, upon receipt:
2. that you received the Letter of Invitation; and
3. Whether you will submit a proposal alone or in association.

Yours sincerely,

[Signature, name, and title of head of the department/ PE ’s representative]

# Request For Proposal

Khyber Medical University (KMU), Peshawar intends to hire the services of a consultancy firm for Establishment & Management of Laboratories in Khyber Pakhtunkhwa. The aim of this request is to hire a firm/ organization with relevant experience in order to undertake this assignment.

Sealed bids are invited from well-established and reputed consulting firms/ companies/ organizations registered with relevant National & Provincial Tax Authorities, i.e., FBR and KPRA for undertaking this assignment. Tender Documents containing bidding procedure, terms & conditions, scope of work, and technical specifications can be obtained from the office of Chairman Purchase Committee Khyber Medical University during office hours against non-refundable cash payment of Pak Rupees one thousand (Rs. 2,000/-). The system of selection of consulting firm shall be based on Quality and Cost Based Selection (QCBS) under KPPRA Rules whereas the method of procurement shall be single stage two envelopes comprising of single package containing two envelopes separately sealed Technical and Financial Bid clearly marked in bold and legible letters. Pre-bid Meeting shall be held on …20th June……………., 2022 in the office of the undersigned.

Sealed bids should be submitted latest by June 30th, 2022 at 11am. Bids will be opened on the same day at 11:30pm in the presence of interested bidders or their authorized representatives, if any, in the Conference Room of the Khyber Medical University, Peshawar on the above noted date and time.

Clarification/ information (if any) may be obtained on any working day during office hours. No query will be entertained at the time of bid opening.

**Chairman Purchase Committee**

**Khyber Medical University**

**Peshawar, Khyber Pakhtunkhwa**

**091- 9217703**

[**registrar@kmu.edu.pk**](mailto:registrar@kmu.edu.pk)

[**po@kmu.edu.pk**](mailto:po@kmu.edu.pk)

## 2. Instructions to the Consultant (ITC) and Data Sheet:

2.1 To prepare a proposal, please use the attached Forms/ Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than five (05) days before the proposal submission date. Any request for clarification in writing shall be sent to the Client’s address indicated in the Data Sheet. The Client shall respond to such requests and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

2.4 Conflict Of Interest & Conflicting Relationships. Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

1. A consultant that has been engaged by the Procuring Entity to provide goods, works or services other than Consulting Services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.
2. A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.
3. A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any Part of (a) the preparation of the Terms of Reference of the Assignment, , (b) the selection process for such assignment, or (c) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

2.4.2 Conflicting Relationships:

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

1. They are on leave of absence without Pay;
2. They are not being hired by the Entity they were working for, six months prior to going on leave; and
3. Their employment would not give rise to any conflict of interest.

2.5 Fraud and Corruption:

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

*“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;*

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

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

2.6 This Request for proposal (RFP) is open to all eligible bidders/ firms as mentioned in the Bid Data Sheet (BDS) and more specifically described in the Schedule of Requirement in of this RFP Documents.

2.6.1 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

2.6.2 The Bidder must possess valid Registration under Sales & Income Tax Authorities including Provincial Governments or SECP, on ATL of FBR, Relevant Provincial Tax Authorities like KPRA and also with other relevant bodies where applicable.

2.6.3 The Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE

2.7 Integrity Pact:

Pursuant to Rule (5) of KPPRA Rules 2014 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

2.8 One Bid One Bidder: Bidders shall submit only one Bid, either by itself, or as a partner in a joint venture or Bidding Consortium. After issue of Letter of Acceptance, a bidder may not participate in a joint venture or consortium with the successful Bidder. In case of a Bid by a joint venture or Bidding Consortium, the Consortium Members shall nominate in writing one entity amongst themselves to represent the Bidding Consortium in all dealings with PE during the Bidding Process.

2.9 The GCC along with the provision of KPPRA Act 2012, Procurement Rules 2014 and the SBDs made there under will applicable mutatis mutandis

## 3. PREPARATION OF PROPOSAL

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language in typed form.

### a. Technical Proposal

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

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

1. The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.
2. The key professional staff proposed for the assignment shall be permanent/ regular employees of the firm.
3. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
4. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
5. Deliverables/ reports must be in the English Language. Working knowledge of the national language by the firm’s personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in

**Appendix 1:**

I-Form-1 A brief description of the Consultant’s organization and an outline of previous experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm’s involvement.

I-Form-2 A list of relevant projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3 Consultants’ understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.

I-Form-4 Any comments or suggestions on the TOR;

The Consultant’s comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5 CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-6 A work plan and time schedule for the key personnel also showing the details of functions to be performed by each key personnel.

I-Form-7 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

Any additional information as requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information. The Consultant’s comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal. The Technical Proposal should not include the cost/ financial bid under any circumstances; else it would be summarily rejected.

### b. Financial Proposal

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles if any, office equipment furniture and other associated requirements), the firms should offer competitive costs as per their services rendered and costing should be specific to each activity. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 3.

3.7 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.8 All pages of the Technical and Financial Proposals are to be authenticated.

3.9 Costs shall be expressed in Pak Rupees.

3.10 Conditional, erroneous and incomplete Bids will be rejected outright

3.11 The firm shall neither assign nor transfer, entirely or in part, the obligation derived here from in favor of any third party

## 4. SUBMISSION OF PROPOSALS

4.1 The firm shall submit one original technical proposal and one original financial proposal. Each proposal shall be in a separate envelope. All technical proposals shall be placed in an envelope clearly marked “TECHNICAL PROPOSAL” and the financial proposals in the one marked “FINANCIAL PROPOSAL”. These two envelops, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE.”

4.2 The representative’s authorization shall be confirmed by a written “POWER OF ATTORNEY” accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

4.6 Modification, Substitution and Withdrawal of Proposal: No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in BDS of this RFP. However, bidder is allowed to withdraw his bid documents till deadline for submission of proposals. The bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

4.7 Period of Bid Validity: The Bids/ proposals shall be valid for a period of 90 days from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, KMU may solicit the bidder’s consent for an extension of the validity period. The request and responses shall be made in writing.

4.8 Pre-Proposal Conference: The bidder’s authorized representatives (not exceeding two) are invited to attend the Pre-bid meeting at their own cost, which would take place at the venue mentioned below and time:

*Venue: Conference Room, Khyber Medical University, Peshawar on …20th June…… at 10am*

The purpose of the meeting would be to clarify queries on any aspect pertaining to the document. The amendments/ clarifications, if any, occurred during discussion and agreed to by the department would be hosted the same day on official website of information department.

4.9 Proposal Opening: The Procurement Committee would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the RFP. The maximum number of authorized representatives allowed to each bidder will not be more than two. The bidder’s representative(s) shall sign a register evidencing their attendance.

## 5. PROPOSAL EVALUATION

5.1 Single stage - two envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical and financial score. The Contract will be awarded to the best evaluated bid on the basis of HIGHEST RANKING FAIR BID under Section 2 (C)(i) of KPPRA Act 2012. Determination of successful bidder shall be made on the basis of grading obtained in technical evaluation and submitted financial bid, to which weightage of 80 % (technical) & 20% (financial) has been assigned respectively.

5.2 Clarification of Proposals: In the process of examination, evaluation and comparison of proposal, the PE may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.

5.3 Correction of Errors: Bidders are advised to exercise adequate care in quoting the prices/ fees. No modification/ correction in quotations will be entertained once the commercial bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/ overwriting in the proposal are initialed by the person signing the proposal form

5.4 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

### TECHNICAL PROPOSAL

5.5 The technical evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and merit point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy percent (70%) points shall be rejected and their financial proposals be returned un-opened.

### FINANCIAL PROPOSAL

For Quality cum Cost Based Selection

5.6 The financial proposals of the consulting firms scoring more than 80%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.7 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the technically qualified bidders shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

Sƒ=100 x Fm

F (F = amount of specific financial proposal)

5.8 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P=1) indicated in the Data Sheet:

S = St x T %+Sƒ x P%

## 6. CONTRACT NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing invite it to negotiate the Contract.

6.2 Negotiations normally take from two (02) to five (05) days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing including price and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, if any, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed rates/ fee per month or on quarterly basis. The successful firm/ firms are authorized to adjust the total sum of their financial bids in accordance to the estimated rates of the procuring entity for the purpose to arrive at the contract agreement and procuring entity shall enter into contract in order to protect public interest by adding benefits to the public exchequer.

6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall consider substitutions of key staff in order to facilitate the bidder.

6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## 7. AWARD OF CONTRACT

7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/ Initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected. The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 8. PERFORMANCE GUARANTEE

The successful firm shall deposit with the Procurement Entity (Khyber Medical University), five (15) days of the letter of acceptance or contract award, an unconditional and irrevocable Performance Guarantee (PG) amounting to 02% of the total value of the initial investment offered (required) for establishment of the centers. The Performance Guarantee can be paid in the form of Performance Bank Guarantee or in the form of Insurance Guarantee or in the form of a Fixed Deposit Receipt pledged to the Khyber Medical University Peshawar. The Performance Guarantee should remain valid for a period of 3 Years.

## 9. TERMS OF PAYMENT

9.1 Mode of payment shall be decided/ finalized/ agreed during Contract Negotiations.

## 10. TERMINATION OF CONTRACT

Vice Chancellor, KMU Peshawar may terminate the Contract in case of the occurrence of any of the events specified below:

10.1 If the firm becomes insolvent or goes into compulsory liquidation.

10.2 If the firm in the opinion of the PE, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

10.3 If the firm submits to PE a false statement which has a material effect on the rights, obligations or interests of the department.

10.4 If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the PE.

10.5 If the firm fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing. In such an occurrence PE shall give a written advance notice of 30 days before terminating the Contract which will stand terminated after expiry of the notice period.

10.6 Any other reason as may be mentioned in the contract at the time of contract execution with the firm.

## 11. REJECTION CRITERIA

Besides other Terms & Conditions mentioned in RFP in general and Data Sheet in particular, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

11.1 Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.

11.2 Incomplete Bids will be rejected outright.

11.3 The Technical Bid shall contain no commercial details failing which the PE shall reserve the right to reject the bid summarily.

11.4 Bids not submitted under single stage two envelopes in two separate envelopes as prescribed in the RFP.

11.5 Bids received after due date & critical time will straightaway be rejected

11.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

## 12. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT

12.1 DETAILED SCOPE OF WORK: Annex-A

**12.2 Do’s & Don’ts: Guidelines for the Assignment**

**12.3. BID PRICE:** RFP document can be purchased from the office of Chairman Purchase Committee, KMU, or KMU Website (www.kmu.edu.pk)

12.4. DELIVERABLES

The deliverables of the assignment are to be prepared and submitted to the competent forum as per details/ functions defined at Section 12.2 of RFP i.e. Scope of Services.

## 13. CONFIRMATION OF RECEIPT

13.1 Please inform the Department:

i) That you received the letter of invitation;

ii) Whether you will submit a proposal;

# BID DATA SHEET

* 1. The name of the Assignment is :

Implementation of **“Establishment & Management of Laboratories in Khyber Pakhtunkhwa”**

1.2 The name of the Client is:

**Khyber Medical University (KMU), Peshawar, Khyber Pakhtunkhwa**

1.3 **Eligible Bidders:**

1. Bidder shall be a legal entity dually registered with relevant tax authorities.
2. Bidder shall be a Non-Government & For-Profit Organization or a Consultancy Firm.
3. Bidder must have National Tax Number (NTN) Certificate andmust be enlisted with Khyber Pakhtunkhwa Revenue Authority (KPRA).
4. Bidder must be present on Active Taxpayer List (ATL) of FBR and KPRA.
5. In case of a bidder housed outside country, only Authorized agent can apply for the bid and contract shall accordingly be signed with the Authorised Agent.
6. 5 Years Work Experience shall be required.
7. In case of a Joint Venture (JV), both partners of the JV:
8. must be legal entities
9. must be dually registered with relevant tax authorities
10. must be present on ATLs of FBR & KPRA
11. must have 5 years working experience
12. at least one partner shall be physically based (operating) in Khyber Pakhtunkhwa since last three years (minimum)
13. at least one partner shall be either management consultant or project management consultant or operations’ management consultant or marketing consultant

The description and the objectives of the Assignment are:

**As per TORs included in RFP**

1.4 Phasing of the Assignment (if any): Annexure/ Scope of work

1.5 Pre-Proposal Conference: The Department shall hold a pre-bid meeting on date **20th June** in the Committee Room of Khyber Medical University Peshawar at 10:00

2 **Documents for RFP**

2.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms TOR/ Background information, Draft Form of Contract, Sample formats/ Appendices etc.

2.2The address for seeking clarification is:

Khyber Medical University, Phase V, Hayatabad, Peshawar

Phone No.091-9217703

3.1 Two bidders in Joint Venture (JV)are eligible to apply. *Yes*

3.2 Bidder/s shall note that JV shall be allowed up to 2 firms/ bidders only.

3.3 The key staff of the bidder/s must be proficient in written and spoken English.

3.4 The sub-consultant by client may participate in several proposals: *No*

3.5 Staff shall be permanent/ regular employees who are employed with the bidder/s from at least six months prior to submission of proposal.

4.1 The number of copies of the Proposal required is: **One Original& One Copy.**

4.2 The address for writing on the proposal is: **Khyber Medical University, Peshawar.**

Telephone:091-9217703

4.3 The date and time of proposal submission are: June 30th at 11am which will be opened the same day at 11:30 pm in the conference Room of Khyber Medical University, Peshawar

4.4 Validity period of the proposal is: 180 days

**5. The points/ weightage given to each category of TechnicalEvaluation Criteria are:**

5.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

|  |  |
| --- | --- |
| **Total Marks** | **100** |
| **Technical Marks’ Weightage** | **80%** |
| **Marks Allocation for Technical Scoring** | **100 Marks** |
| **Minimum Technical Score required for Qualification for Financial Opening** | **80 Marks** |
| **Sub Allocation for Technical Scoring**  **Organizational Physical Existence and Its Outreach**  **Organizational Relevant Experience**  **Organizational Human Resource Capacity**  **Project Technical Proposal’s Content** | **25 marks**  **35 marks**  **25 marks**  **15 marks** |

**Distribution of 100 Marks (Technical Score)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Organizational Physical Existence and Its Outreach (25 Marks)** | | | | | |
| **S. No.** | **Title** | **Marks Allocation** | **Parameter/s** | **Remarks** | **Means of Verification/s** |
| **1** | **Fully Functional Office in KP** | 5 Marks |  | Ownership Documents or Rent Agreement Deed shall be submitted. | PE shall physically verify the office |
| **2** | **Organizational Systems** | 10 Marks | Financial System: 2 Mark  HR: 2  Audit system: 2  Quality controls: 2 | Financial Book Keeping, Audit Reports, Staff Payrolls, Staff Contract Agreements, Project Reports and Marketing Campaigns shall be provided to the PE at the time of Office Visit for Verification. | PE shall physically verify the systems & records during office visit/ verification. |
| **3** | **Projects’ Outreach in KP** | 5 Marks | Per Division: 2 Marks | Summaries of Projects’ Reports or Agreement Deeds verifying Outreach shall be provided as evidence to the PE at the time of Office Visit. | PE shall analyze/ verify the Contracts/ Agreement Deeds orSummaries of Projects’ Reports. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Organizational Human Resource Capacity: Regular Staff (35 Marks)** | | | | | |
| **S. No.** | **Title** | **Marks Allocation** | **Parameter/s** | **Remarks** | **Means of Verification/s** |
| **1** | **Regular Staff Members** | 35 Marks | 2 Marks per Regular Staff Member. Max Marks are 25. | Each staff member shall be on company’s payroll from the last 6 months. Each staff member shall have 16 years qualification in management studies or computer sciences or IT or social sciences. At least 5 staff members shall be from KP. | PE shall analyze/ verify the Contracts, Payrolls and Domiciles/ CNICs of Regular Staff Members during the Office Visit. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Organizational Relevant Experience: Projects’ Experience (20 Marks)** | | | | | |
| **S. No.** | **Title** | **Marks Allocation** | **Parameter/s** | **Remarks** | **Means of Verification/s** |
| **1** | **Relevant Assignments/ Projects**  *Assignment/ Project means funded either by Government (Federal or Provincial or any Public Sector Autonomous Body) or International Donor Organizations.*  *Assignments must include services related to general management, consultancy services, human resource management, activities/ operations’ management and marketing/ promotion.* | 20 Marks | 3 Marks per Assignment/ Project shall be awarded.  *Each assignment must be 5 Million or above.*  *For an assignment (ongoing or implemented in last 5 years in KP) with worth 25 million or above 1 extra mark and50 million or above 2 extra marks shall be awarded.* | Assignments/ Projects may be ongoing or completed in last 10 financial years. Assignments/ Projects must have been implemented in Pakistan. At least four assignments/ projects are mandatory in KP (ongoing or completed) in last 10 financial years and two in last 5 years. Two assignments with KP Govtas donor are also mandatory. At least one similar assignment is mandatory where the Consultant has run a center or a unit for any Department of KP in last 10 years for a minimum period of 12 months as management outsourcing or through donors’funding or under PPP mode. | PE shall analyze the Contracts/ Agreement Deeds and Summaries of Projects’ Reports. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project Technical Proposal’s Content (20 Marks)** | | | | | |
| **S. No.** | **Title** | **Marks Allocation** | **Parameter/s** | **Remarks** | **Means of Verification/s** |
| **1** | **Project Methodology & Approach towards Assignment** | 20 Marks | Methodology & Work Plan: 15 Marks  Marketing Plan & Creativity: 5 Marks  Technical Feasibility as per Ground Realities: 5 Marks | Proposals shall be submitted on the prescribed formats of KPPRA for Procurement of Consultancy Services. Consultants shall prepare their Presentations since they may be called after Technical Bids’ Opening. | PE may call presentations of the Project Technical Proposal for its ease. |

**5.2 The minimum technical score (St) required to pass is 80%**

5.3 The date, time and address of the financial proposal opening are: - **will be communicated after evaluation of technical bids**

5.5 The weights given to the Technical is 100%

5.6 The Assignment is expected to commence in:-

**Date:**

………………………………..

**Location:**

Khyber Pakhtunkhwa

**Duration of the Contract:**

10 Years (with first 3 years as probation). In case of satisfactory performance at the end of 3 years, the Contract/ Agreement shall be regularized/ extended for the next 7 years. Measurement of Satisfactory Performance has been explained below.

Sincerely

Khyber Medical University (KMU)

Peshawar, Khyber Pakhtunkhwa

**Scope of Work**

Following are the details of the assignmentfor developing the proposal accordingly:

**Establishment & Management of Laboratories in Khyber Pakhtunkhwa**

**Introduction**

Clinical laboratories provide information and services that contribute to maximizing the effective delivery of care in today's complex healthcare system by assuring that the correct test is performed on the right person, at the right time, producing accurate test results that enable providers to make the right diagnostic and therapeutic decisions using the right level of health care resources.

Laboratory information enables physicians and other healthcare professionals to make appropriate evidence-based diagnostic or therapeutic decisions for their patients. Clinical laboratory services are the most cost effective, least invasive source of the objective information used in clinical decision-making. Clinical laboratory services have a direct impact on many aspects of patient care including, but not limited to, length of stay, patient safety, resource utilization, and customer satisfaction.

So the medical laboratory services play an essential role in

* Treating patients and monitoring their response to treatment
* Monitoring the development and spread of infectious and dangerous pathogens (disease causing organisms),
* Deciding effective control measures against major prevalent disease
* Deciding health priorities and allocating resources.

While technology continues to improve the productivity of today's laboratories, new technologies, new diseases, and disease strains continue to drive the need for more tests and testing. Changes in the world, such as bio-terrorism and the speed with which diseases spread globally drive the need for rapid diagnosis.

Thus, the clinical laboratory professional is an indispensable partner in providing patient care, and making direct improvements in the lives of patients, in the maintenance of the public's health, and in the effectiveness of individual health care providers

**Diagnostic Lab and its Impact on Patient Management**

There are mainly three types of Medical Laboratories as per the types of investigations carried out.

* **Clinical Pathology**: Haematology, Histopathology, Cytology, Routine Pathology
* **Clinical Microbiology**: Bacteriology, Virology, Mycology, Parasitology, Immunology, Serology.
* **Clinical Biochemistry**: Biochemical analysis, Hormonal assays etc.
* **Molecular diagnostic lab or cytogenetic and molecular biology lab** is the latest addition to the three types of medical laboratories in many countries.
* **Blood Banks**: Blood bank is a separate body. Its laboratory needs Microbiological analysis for infectious diseases that may be found in blood. Pathology to observe Blood grouping, Haematology& cross matching reactions.
* **Smaller laboratories in rural environments** that offer a more limited repertoire of tests, as well as point-of-care testing (POCT) in community settings.

Since the fundamental purpose of any diagnostic test is to determine whether a patient has or does not have a particular condition, clinicians should be aware of certain parameters regarding the tests they use if these tests are to be applied most appropriately and effectively in practice. Without reliable laboratory services the source of a disease may not be identified correctly, patients are less likely to receive the best possible care, resistance to essential drugs may develop and continue to spread and epidemic diseases may not be identified on time and with confidence.

**Impacting Diagnosis, Identifying Abnormalities:**

Laboratory professionals produce accurate, sensitive and specific information using new age technologies to guide clinical decision making. It is the role of laboratory professionals to inform physicians about which tests have the highest effectiveness in given clinical conditions. Through this partnership, the overall cost of testing and patient care is controlled and the quality of care is improved.

Laboratory information has a profound impact on patient diagnosis. Tests, whether classified as screening or diagnostic, are essential elements of protocols used to diagnose and manage specific diseases and conditions. Algorithmic testing models, designed with clinicians, are used to guide the diagnostic process to obtain the right information at the right time for a given patient, shorten the time to diagnose, the length of stay and improve utilization of laboratory services. These models assist in rapid identification of disease, assessment of severity of disease, creation of a therapeutic plan, and management/monitoring of treatment outcomes. The more efficient the testing protocol, the shorter the length of inpatient stay or outpatient encounter, the faster the implementation of therapy, and the lower the overall cost of care.

**Change in Patient Management:**

The ability of a physician or other patient care provider to consistently make timely and evidence-based decisions which result in a change in care management is directly related to the availability of accurate, reliable and timely laboratory testing and reporting of results. A few examples that illustrate the laboratory professional's ability to be the primary enabler of therapeutic efficacy are:

* Monitor the effectiveness of parenteral nutritional treatment
* Ensure proper dosing of medication
* Monitor harmful effects of therapeutic drugs
* Identify the causes of infection
* Determine effective antibiotic therapy
* Monitor the effectiveness of cancer therapy
* Provide real-time decision support

Clinical laboratory services provide the information required by a physician to start, adjust and also to stop a course of treatment. This allows for the most appropriate, cost effective use of expensive drugs and other therapies, and allows the patient to be treated at the most appropriate level of care for the most appropriate period of time. Without laboratory information, these decisions would be compromised at best.

**Patient Safety and Impacting Patient Outcome:**

Clinical laboratory services are a vital component of ensuring optimal outcomes for all patients accessing health care, whether for simple situations or for complicated, potentially life threatening situations; including end-of-life care. Laboratory professional’s impact patient safety by providing pre-surgical or pre-procedural testing that determines the current ability of the patient to undergo those treatments. Patient outcomes are influenced by providing the needed information for clinicians to monitor the effectiveness of ongoing treatments and therapies. Patient outcomes can also be measured by how well chronic illnesses are managed. Diabetics rely on laboratory support to monitor the long-term effectiveness of their home monitoring systems. Laboratory professionals provide vital information to assist clinicians in making decisions that affect quality of life for their patients.

**Proposed Tests:** KMU Diagnostic and Research Laboratories aim to match national public and private laboratories in scope of testing services. A list of proposed tests is attached. Final list of tests and testing technique according to the lab level (STAT lab/main lab) shall be presented by the bidder. Addition or deletion of particular tests from STAT lab/main lab shall be done after discussion in the monitoring committee.

Due to any pandemic, natural calamity, men-made disaster, emergency situation or local patients’ need, additional test/s can be proposed by the PE at any stage for addition in the offering features/ services.

**Objectives:**

The following objectives are intended to be achieved:

* Valuable revenue source for KMU
* Provision of high quality laboratory services in vicinity of large public sector hospitals/ in the areas of need
* Availability of less financially viable tests based on economy-of-scale principle
* Training of human resources across the province
* Job opportunities in various regions

**Requirements of the Assignment:**

In order to undertake this assignment, the following requirements must be met:

**Land**

Hub: 900 Sq Ft (Minimum)

Stat Lab: 900 Sq Ft (Minimum)

Collection Point: 300 Sq Ft (Minimum)

Furnishing: As per KMU Colour Scheme

**Laboratory Structure**

Hub:

Chairs, Tables, LCD, Water Dispenser and Disposable Glasses, Tissue Paper, Wash Room in Waiting Area/ Lobby for Visitors, Reception Table, Receptions Chairs, Computer Printer, UPS and AC as per the requirements

Stat Lab:

Chairs, Tables, LCD,Water Dispenser with Disposable Glasses, Tissue Paper, 1 Wash Room in Waiting Area/ Lobby for Visitors, Reception Table, Receptions Chairs, Computer & Printer, UPS,AC as per requirement, Stat Lab Equipment, HematologyAnalyzer, Chemistry Analyzer, Micro Biology Repaid Test and any other as Mutually Agreed

Collection Point:

Chairs, Tables, Water Dispenser withDisposable Glasses, Tissue Paper, Reception Table, Receptions Chairs, Computer with Printer, UPS and AC as per the requirements

**Phlebotomy**

Hub Lab: Phlebotomy Chair, Table and Phlebotomy Material

Stat Lab: Phlebotomy Chair, Table and Phlebotomy Material

Collection Point: Phlebotomy Chair, Table and Phlebotomy Material

**Waste Management**

The firm/s shall be required to manage the waste collection and its proper disposal on frequent interval and shall maintain the standard cleaning inside and outside the lab/s and collection point/s

**Identification of Commercial Space**

The selected bidder/s shall identify the appropriate places in the commercial areas nearby major health facilities (particularly government facilities) as per the suggestions received by PE

**Human Resource Management**

Contractual HR shall be hired by the selected bidder/s as per requirements of each center/ lab based on the guidelines of the PE. The hired technical staff shall be trained by the experts of the PE. All the HR shall be on the disposal of the PE through the selected bidder/s and the PE shall have the authority to ask the bidder/s for replacement of any HR in any centerduring any stage if they deem appropriate/ needed by assigning/ mentioning cogent reasons.

**Transportation of Samples**

Samples shall be collected from the Collection Points and delivered to the nearest Stat Lab and to Main Diagnostic Center (where applicable) on daily basis.

**Development of Management Information Services (MIS)**

A comprehensive Database of the Patients shall be developed, Tests’ Results shall be made available Online through specific IDs (dually traceable/ accessible), and developing & managing comprehensive/ complete Management Information System including all the required facilities/ data shall be provided.

**Accounting and Audit Services**

A comprehensive & transparent financial system shall be adopted for accounts and financial book keeping. It shall have an access to the PE and frequent reports/ results shall be shared with PE on monthly, quarterly, semi-annually and on annual basis.

**Equipment & Consumables**

As per the requirements of the tests, all the necessary standard equipment and consumable materials shall be placed/ used in all the labs and collection points (as applicable). Necessary allied facilities/ requirements shall be ensured in these centers on best and standard practices while ensuring standards in quality.

**Notes:**

The following points shall be noted for consideration:

1. After Award of Contract, Bidder/s shall designate a Project Manager/ Coordinator/ Team Lead who would be a single point contact for handling of the functions related to the performance of Assignment. Team Lead/ Project Manager can be proposed from outside the company/ organization.
2. After the Award of Contract, the Bidder/s shall also nominate/ announce its various staff members at various Centers and for various assignments. 50% of the staff shall be hired form Khyber Pakhtunkhwa. In hiring of the Technical Staff members, the PE shall provide Expert Opinion which shall be binding on the Bidder/s.
3. The PE shall also provide necessary training to the staff and guidelines for operations & human resource.
4. Team Lead must be Khyber Pakhtunkhwa’s domicile holder with at least 10 years post qualification experience in KP with Government Departments and/ or Donor Organizations or Corporate Sector Organizations with understanding of Government Working.
5. All the required staff members for undertaking this assignment shall be on the payroll of the hired Bidder/s.
6. Bidder/s shall be required to start the Assignment within 90 to 120 Days of Signing the Contract and will make the Centers Operational within 12 Months Time after signing the Contract.
7. PE shall be authorized to negotiate the Tests’ Prices and Offering Share to PE with the Successful Bidder/salongwith any other important matter as deem appropriate to the PE.

**No. of Centers to be Established**

The number of Centers shall be proposed by the Bidder/s in their Plan as per the feasibility. The PE intends to cover the entire province in a way to reach out all the regions of Khyber Pakhtunkhwa through establishing Labs and or Collection Points as deem appropriate to the applying Bidder/s. These numbers shall be negotiable and both parties (the PE and successful bidder/s) shall finalize it as per their consensus and feasibility. The bidder can apply for one district or multiple districts of KP or federal area. However, contract will be awarded to the bidder based on better technical and financial proposal.

**Financial Technicalities**

The Assignment shall be carried out in a way where all the features/ expenses of this assignment shall be on part of the Bidder/s including the initial investment on the establishment of Centers along with its continuous marketing/ promotion and routine operational cost whereas the Procurement Entity (PE) shall only provide its Brand Name, Ownership, Support/ Facilitation and Technical Expertise in all the required areas as its Contribution.

It is understood that the consultant shall be conducting all expenses on their own. These expenses include establishment and management of the laboratories. These include collection points, STAT labs, central labs, equipment, consumables, HR, Operational costs, IT, reporting, Licencing, contingencies, expansion. The consultant shall offer a percentage from the revenue to the PE. As per routine in MTIs/ Government hospitals, consultant pathologists receive 40% share of the laboratories’ revenue. In this case, 40% pathologist share will be distributed out of PE’s share to consultant Pathologists and laboratory technologists through KMU.

Bidder/s shall be defining the percentage to be spent on HR, Admin & Operations, Marketing & PR, and Share of the PE and its Own Share. A Lump-sum amount shall be mentioned that shall be spent on the establishment of Centers and collection points including equipment for the ease/ understanding of the PE. For ease, the budget/ financial proposal shall include:

* Human Resource Cost (Annual Cost of all the HR of all the Centers)
* Admin/ Operational Cost (Annual Cost of all the Centers)
* Cost of Equipment (Lump-sum/ one time of all the Centers)
* Actual Cost of the Tests including Consumable Materials (per 1,000 tests of each category/ head)

1. Percentage of the Profit to be offered to the PE
2. Percentage of the Profit to be spent on the Marketing/ Promotion Annually(As percentage of the Profit)
3. Percentage of the Profit to be withheld by the Bidder/s as its Share

Financial Scoring, that is, Financial Proposal’s 20 Marks shall be awarded by PE on the basis of greater percentage/ share offered to the Procurement Entity (out of total 100 percent of the revenue generated minus the actual cost incurred on the product/ service). Price for each test shall be based as per the market general price/ rates however each Test’s Price must be at least 10 to 20% less than the Private Laboratories. The prices of the tests shall be subject to change annually except where extra-ordinary circumstances arise such as increase/decrease in more than 10 percent of the cost of kits or as per government directives.

**Monitoring & Performance Evaluation**

A Monitoring and Performance Evaluation Committee shall be assigned by the PE to frequently monitor the operations related to finance, human resource, testing services and quality standards. The Committee shall be responsible to monitor the activities as per the issued guidelines and shall report accordingly. Monitoring tools may include physical visits on quarterly basis as well as data and reports’ analysis. Committee shall comprise of representatives from KMU, but will also include representative of the bidder with majority representation from KMU. The committee shall decide upon increasing/ decreasing the number of collection points, labs or the testing capacity/menu.

The performance of the successful bidder/s shall be measured against the KPIs to be finalized at the time of Contract Negotiation as per the consensus of both the parties. But it shall be mandatory on the part of the Bidder/s to make the centers operational within One Year time and it shall be treated as first milestone. In case if the Bidder/s make the centers Profitable within 12 to 18 months’ time after its Operationalization, the probation period shall be considered as completed successfully and the extension for next 7 years shall be awarded accordingly provided the Bidder/s have followed the guidelines/ standard.

**Required Documents to be submitted for the Bid**

The following documents shall be submitted by the applying firms at the time of tender opening:

* Technical & Financial Proposals on the prescribed formats of KPPRA Standard Bidding Documents (SBDs) for Procurement of Consultancy Services
* Profile (of the Bidder/s)
* Company Incorporation Certificate/s
* Tax Registration (NTN & KPRA) Certificates
* Audit Reports of Last 05 Financial Years
* Relevant Projects/ Assignments’ Agreement Deeds/ Contracts of last 10 financial years and Projects’ Summaries (One/ Two Page each describing nature of activities implemented, nature of services provided and project’s physical outreach)
* Office Ownership or Rent Agreement Deed
* Regular Staff Contracts, Extension Letters (if applicable) and Domiciles or CNIC Copies
* Affidavit/ Undertaking

**Reporting Mechanism**

The hired Consultant shall submit progress reports on quarterly basis. The Consultant shall also submit annual and bi-annual reports with all the details and data distribution to the PE.

**Alteration/ Addition/ Subtraction**

The Procurement Entity shall be authorized to make necessary changes in the features and/ or scope of an activity or a specific component (during or before the activity; provided it does not affect the schedule or any major component) within the scope defined by the Consultant in the Proposal and agreed by the PE.

**Required Undertaking**

Undertaking must be submitted along with Cover Letter. It should be signed by the Head of the Organization/ Concerned Department. The undertaking must be submitted on a Stamp Paper of PKR 100. All the information must be printed & not hand written. In undertaking it must be declared that:

* The provided information is correct and not fake
* The applying entity has never been blacklisted by any government institution in Pakistan
* The applying entity shall face disciplinary and legal consequences in case of any fake or wrong information is provided

**For Queries, Contact**

Office of Deputy Director (Procurement), Khyber Medical University (Phase V, Hayatabad, Peshawar) (091-9217703).

**Enclosures**

* Sample Forms for:-
* Technical Proposal
* Financial Proposal

# STANDARD FORMS

# APPENDIX-I: TECHNICAL PROPOSAL FORMS

## Form 1: FIRM’S REFERENCE

**Relevant Services Carried Out in the Last Five Years**

**Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

|  |  |  |
| --- | --- | --- |
| Assignment Name:  “As in Bid Data Sheet” |  | Country:  Khyber Pakhtunkhwa, |
| Location within Country: Peshawar, Pakistan |  | Professional Staff Provided by Your Firm: |
| Name of Client: |  | No of Staff: |
| Address: |  | No of Staff Months: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Rs.) |
| Name of Associated  Firm (s), if any: |  | No. of Professional Staff Provided by Associated Firm(s) |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project | | |
| Description of Actual Services Provided by Your Staff | | |

Consultants’ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Form 2: PRESENT STAFF DEPLOYMENT

**(As of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

|  |
| --- |
| **Major Project(s) Presently Undertaken Project Name Location Associates(s)** |
|  |

|  |  |  |
| --- | --- | --- |
| **Field of Expertise** | **Total Number of Permanent Staff** | **Staff Assigned**  **to Above Projects** |

## Form 3: COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

## Etc.

## Form 4: APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

Approach and Methodology proposed by the firm to carry out the assignment is sub divided in to several areas which include the following heads.

Understanding of objectives

Quality of Methodology

Innovativeness

Conciseness, Clarity & Completeness in Proposal Presentation

## Form 5: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Years with Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Membership in Professional Societies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Detailed Tasks Assigned on the Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Key Qualifications: optional

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education: optional

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record: Required

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages:- optional

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification: Required

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

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

Signature of Staff Member Day/Month/Year

## Form 6: WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (Optional)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Position** | **Months (in the form of a Bar Chart)** | | | | | | | | | | | | | | | **Number of Months** |
|  |  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Full Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Activities Duration \_\_\_\_\_\_\_\_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative)

Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 

## Form 7: COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TOBE ASSIGNED TO EACH TEAM MEMBER

**1. Technical/Managerial Staff**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position** | **Task Assignment** |
|  |  |  |
|  |  |  |
|  |  |  |

# APPENDIX-II: FINANCIAL PROPOSAL FORMS

**Form 1**: FINANCIAL PROPOSAL FORMS

# SUMMARY OF COST OF CONSULTANT

PE share : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-

Final cost (in figure) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in words) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_\_

Chief Executive/Authorized Signature & Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[Form shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent]***

## Form 2: DETAIL BREAK UP OF SALARY COST

## Form 3: DETAIL BREAK UP OF DIRECT COST

# CONTRACT AGREEMENT

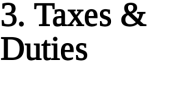
THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment],* by and between *[insert PE ’s name]*(“the PE”) having its principal place of business at *[insert PE ’s address],* and *[insert Consultant’s name]*(“the Consultant”) having its principal office located at *[insert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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

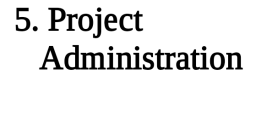
The PR firm/Advertising Agency shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan

1. Ceiling

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

B. Payment Conditions

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

1. Coordinator

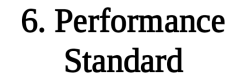
The PE designates Mr./Ms. *[insert name]* as PE’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

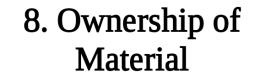
1. Timesheets

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

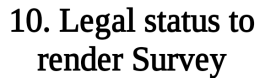
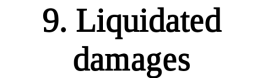
1. Records and Accounts

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

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

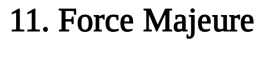
The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE’s business or operations without the prior written consent of the PE.

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

If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000.00 per day. However, the amount so deducted shall not exceed, in the aggregate the value of the performance security.

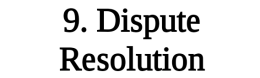
The Bidder must be allowed and meet all conditions set

forth by the GoKP to render PR services and licensed as such.

Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Department or of the PR firm. Non-availability of materials/ supplies/ Human resource/other resource ancillary and incidental to the conduct of instant services or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department. 

The PR firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the PR firm shall, by written notice served on the Department, indicate such condition and the cause thereof. Unless otherwise directed by the Department in writing, the PR firm shall continue to perform 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.

i). The Department and the PR/ Consulting firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

ii). If, after thirty working days, from the commencement of such informal negotiations, the Department and the consulting firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by Secretary Law, Parliamentary Affairs and Human Rights Department KP in accordance with said Law. The award shall be final and binding on the parties.

