



**KHYBER PAKHTUNKHWA
HEALTH FOUNDATION**



STANDARD FORM OF BIDDING DOCUMENTS

FOR

**“PRIVATE NURSING TRAINING INSTITUTES TO ENGAGE IN PUBLIC PRIVATE
PARTNERSHIP WITH PUBLIC SECTOR HOSPITALS”**

Bid Reference Number:	HF013-2021-22
Last Date/time for submission:	20 Oct 2021 at 11:00 am
Bid Opening date and time:	20 Oct 2021 at 11:30 am
Pre-Bid Meeting:	07 Oct 2021 at 10:30 am

CONTENTS

SECTION #	CONTENTS	PAGE #
Section 1	Letter of Invitation	03
Section 2	Instructions to Consultants	06
	Data Sheet	17
Section 3	Technical Proposal - Standard Forms	24
Section 4	Financial Proposal - Standard Forms	33
Section 5	Terms of Reference	37
Section 6	Conditions of Contract	41

Section 1.

Letter of Invitation

Letter of Invitation

PRIVATE NURSING TRAINING INSTITUTES TO ENGAGE IN PUBLIC PRIVATE PARTNERSHIP WITH PUBLIC SECTOR HOSPITALS (Ref No HF013-2021-22)

Health Foundation in Khyber Pakhtunkhwa is mandated to promote and enable the development of innovative health care delivery models to achieve policy objectives of Government of Khyber Pakhtunkhwa to improve coverage through various means of Public Private Partnership for health care delivery services and matters connected herewith and ancillary thereto.

One of the priority area identified for Public Private Partnership is Nursing Education & training wherein Private Nursing training institute intends to be engaged with public sector hospital for practical training of their students through Public Private Partnership. The ultimate objective is to enhance the clinical skills of the students so that the necessary competence to manage the patients is ensured.

1. Khyber Pakhtunkhwa Health Foundation invites Private Nursing Training Institute to provide Technical and Financial Proposal.
2. The Institute will be selected under Quality and Cost based selection method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public procurement Regulatory Authority (KPPRA) Procurement Rules 2014
3. The Proposals must be delivered by hand or through mail to the office of the Khyber Pakhtunkhwa Health Foundation with office address at House No. 19 Park Road, University Town, Peshawar on or before **20/10/2021 at 11:00 am** which will be opened on the same day at **11:30 am** in presence of bidders or their representatives.
4. Bids after due date and time shall not be considered.
5. The bidding shall be conducted through single stage two envelop comprising a single package containing technical and financial proposals separately. Each envelope shall be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”**
6. Pre-bid Meeting will be held on **07-10-2021 at 10:30 am** in the Committee Room of the Khyber Pakhtunkhwa Health Foundation.
7. A detailed Request for Proposals (RFP) can be downloaded from the following official websites www.kphf.gov.pk or www.kppra.gov.pk
8. Private Nursing Institutes after going through the process under KPPRA if selected will be provided with provisional contract subject to the availability of requisite beds. After which the institute will get itself inspected by the regulatory bodies as per legal requirements.

9. Private Nursing Institutes when fulfills the criteria of Pakistan Nursing Council (PNC) and Khyber Medical Universality KMU on inspection and has been concurred for affiliation will be provided with the final contract.
10. The duration of the contract will be 10 years.
11. The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Managing Director
Health Foundation

Address of Bid Submission/Opening:
House No. 19 Park Road,
University Town Peshawar.
Ph. No.: 92-91-9216103

Section 2.
Instructions to Consultants (ITC)

Instructions to Consultants (ITC)

1. Definitions

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

2. Introduction	2.1	The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
	2.2	The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	2.3	Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
	2.4	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
	2.5	Procuring Entity may provide facilities and inputs as specified in Data Sheet
3. Conflict of Interest	3.1.1	Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
	3.1.2	Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: <p style="text-align: center;">(i) A consultant that has been engaged by the procuring Entity to provide goods, works or services other than</p> 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

		<p>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.</p> <p>(ii) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.</p> <p>(iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the</p> <p>Assignment, the selection process for such assignment, or (iii) supervisions of the Contract</p>
<p>Conflicting Relationships</p>	<p>3.2</p>	<p>Government officials and civil servants may be hired as consultants only if:</p> <p>(i) They are on leave of absence without Pay;</p> <p>(ii) They are not being hired by the Entity they were working for six months prior to going on leave;</p> <p>And</p> <p>(iii) Their employment would not give rise to any conflict of interest</p>
<p>4. Fraud & Corruption</p>		<p>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:</p> <p>“ 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;</p>

5. Integrity Pact		<p>Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.</p> <p>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”.</p> <p>Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)</p>
6. Eligible Consultants	6.1	If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible
	6.2	Short listed consultants emerging from request of expression of interest are eligible
Eligibility of Sub Consultants 10. Only One Proposal		A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process. Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
9. Proposal Validity	9.1	The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
10. Clarification & Amendment in RFP Documents	10.1	Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all

		Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so
	10.2	The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
11. Preparation of Proposals	11.1	In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.
	11.2	The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
12. Language		The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan
13. Technical Proposal Format and Content	3.1	<p>While preparing the Technical Proposal, consultants must give Particular attention to the following</p> <ul style="list-style-type: none"> (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. (iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

		<ul style="list-style-type: none"> (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition. (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.
	13.2	<p>The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <ul style="list-style-type: none"> (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm’s involvement. (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C). (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E). (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last_(PE may give number of years as Per their requirement) years. (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G). (vi) A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D). (vii) Any additional information requested in the Data Sheet
	13.3	The Technical Proposal shall not include any financial information.
<p>14. Financial Proposals</p>	14.1	<p>The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants’ office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in</p>

		the prices of other activities or items
15. Taxes	15.1	The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority
16. Submission, Receipt, & Opening of Proposals	16.1	Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
	16.2	All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
	16.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal " If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive
	16.4	The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.
17. Proposal Evaluation	17.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
18. Evaluation of Technical Proposals	18.1	<p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet</p> <p>In the case of Quality-Based Selection, Selection Based on</p>

		<p>Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted</p> <p>Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)</p>
	18.2	<p>After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened</p>
19. Evaluation of Financial Proposals	19.1	<p>Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants</p>
	19.2	<p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p>
	19.3	<p>In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.</p>
	19.4	<p>In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
	19.5	<p>In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.</p>
20. Negotiations	20.1	<p>Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to</p>

		negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract
21. Technical Negotiations	21.1	Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement
22. Financial Negotiations	22.1	If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP
23. Availability of Professional Staff /Experts	23.1	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate
24. Award of Contract	24.1	After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website

	24.2	After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.
	24.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet
25. Confidentiality	25.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal

DATA SHEET

Paragraph Reference ITC		
1.1	Name of the Assignment is:	“PRIVATE NURSING TRAINING INSTITUTES TO ENGAGE IN PUBLIC PRIVATE PARTNERSHIP WITH PUBLIC SECTOR HOSPITALS”
	The Name of the PE’s official (s):	Procuring Entity (PE)” means Khyber Pakhtunkhwa Health Foundation as mandated under Health Foundation act 2016 as amended in 2017 to facilitate the health institutions for public private partnership.
	Address:	House No. 19 Park Road, University Town, Peshawar.
	Telephone:	92-91-9216103
	Facsimile:	92-91-9216103
	E-mail:	info@kphf.gov.pk haroon.rasheed@kphf.gov.pk
1.2	The method of selection is:	Quality & Cost based selection (QCBS)
	The Edition of the Guidelines is:	<ul style="list-style-type: none"> • Health Foundation Act 2016 as amended in 2017 & PPP Rules 2017 • KPPRA Act 2012 & Rules 2014 • All other applicable Act and Rules
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes	<p>As mentioned in ITC 16.3 i.e. The Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by name of the assignment, and with a warning “<i>Do Not Open with the Technical Proposal</i>” and both these envelopes shall be placed in a single envelop marked as Technical & Financial proposal</p> <p>Note: If the Financial Proposal is not submitted in, a separate sealed envelope duly marked as indicated above, this would constitute grounds for declaring the Proposal non-responsive.</p>
1.4	The PE will provide the following inputs and facilities:	<ul style="list-style-type: none"> • The PE as mentioned in these bidding documents in light of its mandate as per PPP Act & Health Foundation Act will carry out procurement process until award of contract and Contract execution and administration. • The PE will provide inputs from time to time during the execution of the contract as per

		term of reference given for each party in RFP.
1.5	The Proposal submission address	House No. 19 Park Road, University Town, Peshawar.
	Proposals must be submitted not later than the following date and time:	20-Oct-2021 at 11:00 am
1.6	Expected date for commencement of consulting services	Soon after the award of Contract
	at:	House No. 19 Park Road, University Town, Peshawar.
9.1	Proposals validity	Proposals must remain valid for 90 (ninety) days after the submission date.
10.1	Clarifications may be requested not later than five days before the submission date.	Pre-Bid Meeting will be held on 7 th Oct 2021 at 10:30 am
	The address for requesting clarifications is:	House No. 19 Park Road, University Town, Peshawar.
	Facsimile: E-mail:	info@kphf.gov.pk
12	Proposals shall be submitted in the following language:	English
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No	Joint venture at part of bidder/consultant/firm/institutions is not allowed.
11.2	The estimated number of professional staff-months required for the assignment is:or:	NA
13.1	The format of the Technical Proposal to be submitted is: FTP or STP	Full Technical Proposal
13.2(vii)	Training is a specific component of this assignment: No	NO
14.1	[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses,	NA

such ceilings should be indicated in this Section]

- 1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;
- 2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
- 3) cost of office accommodation, investigations and surveys;
- 4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;
- 5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services
- 6) cost of printing and dispatching of the reports to be produced for Consulting Services
- 7) other allowances where applicable and provisional or fixed sums (if any); and Covered in the foregoing.

15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: _____	The amount shall be paid by the institution to the PE in following format; <ol style="list-style-type: none"> 1. The amount payable shall be subject to the financial quotation of the institute. 2. 20% of the financial proposal amount shall be paid to PE as operating charges. 3. Remaining 80% of the financial proposal amount shall be paid to the Hospital. 4. All increase mark up as per contract agreement as the case may be shall be applicable to point no. 1, 2 & 3 above.
6.3	Consultants to state local cost in the national currency (in case of ICB only): Yes___ No _____	NA
6.2	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.	Institutes must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal
13.1	TECHNICAL EVALUATION CRITERIA FOR NURSING TRAINING INSTITUTE Attached at Annex A	
20.1	The single currency for price conversions is: PKR	
24.2	Successful consultant is required to submit 300,000/-Performance security in form of CDR, demand draft or bank guarantee refundable amounting contract validity period.	
24.3	Initial provisional contract will be award to firms subject to the fulfillment of the following. <ul style="list-style-type: none"> • Registration with KP Revenue Authority • Affiliation with the concern authorities i.e Khyber Medical University/Pakistan Nursing Council • Registration with FBR • Opening of Bank account on the name of Institute 	
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million	

ANNEX-A

TECHNICAL EVALUATION CRITERIA FOR NURSING TRAINING INSTITUTE

Maximum points for Technical Evaluation are 100. In the 1st stage, technical bids will be opened. Bidders who are eligible and score 70 or more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 70 in technical evaluation will be disqualified.

S. No	Evaluation criteria	Weightage.	Maximum score
1	Administrative:		20
	i. Name of the Principal	Mandatory.	-
	ii. Ownership of the building	a. Own building or Land in the name of the institute = 20 marks. Attach Documentary proof on Affidavit clearly showing the name of the owner (specimen at Annex-B). b. Rented/lease for 10 years or more on the name of institute = 10 marks. c. Rented building for 5 years or more on the name of institute = 5 marks.	20
2	Infrastructure:		25
	i. Class rooms	4 for BSN 2 for Post RN 4 for LHV's 4 for MSN The above-mentioned classrooms are the min requirement for each course. In case of conduction of 2 or more courses, the classrooms for each course have to be reflected separately.	At least 50% of the classrooms are mandatory
	ii. Laboratories	2.5 marks for each laboratory. (1 basic and 1 clinical)	5
	iii. library	Having the capacity for at least 25% of enrolled students	5
	iv. Auditorium	With capacity for 50 % of enrolled students.	5
	v. Tutorial (x4)	Minimum 25 or 1/4th of the enrolled students per batch	5

	vi. Computer Lab	Having at least 1 computer for 5 students = 5 Having at least 1 computer for 10 students = 2.5	5
3	Financial		20
	i. Endowment Fund.	1 million or more -----10 0.5 million or more -----5	10
	ii. Operational Budget.	2 million or more .----- 10 1 to less than 2 million ----5 0.5 to less than 1 million ----2	10
<p>Please Note: New institutes which do not bear the bank account on the name of Institute will indicate the amount for the above-mentioned heads separately on a surety bond of Rs. 50 as per specimen attached at Annex C.</p> <p>Those institutes that have the bank account in the name of the institute will indicate the amount for operational budget & Endowment Fund in two different accounts.</p>			
4.	Quality assurance of training:		15
	Curriculum Management:	Responsibilities of faculty for each component of the curriculum for basic sciences as well as for each technology where the institute intends to enroll the students.	5
	Internal Evaluation process	Conduction of written exams/ tasks of significant nature / Assignments (at least 1 in each semester and twice a year): 2.5 Conduction of practical exams: 2.5	5
	Clinical Training	As per PNC requirement	5
5.	Faculty:		20
		a) One PHD as visiting or permanent Faculty = 3 marks. b) Masters in Nursing as permanent faculty= 5 marks (mandatory). c) BS Nursing- 3 marks for each, maximum 12 marks.	
Grand Total:			100
Qualifying Marks			70

Financial Evaluation of Proposal:

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened.

The Highest evaluated Financial Proposal will be given the maximum financial score (Sf) of 100 points.

The financial scores (Sf) of the other Financial Proposals will be computed as follows: -

Value quoted by highest bidder = A

Value quoted by second highest bidder = B

Value quoted by third highest bidder = C; and so on.

Financial scoring of the highest bidder will be = 100

Financial scoring of the second highest bidder will be = $(B/A)*100$

Financial scoring of the third highest bidder will be = $(C/A)*100$; and so on.

Award of Contract

(Contract will be awarded to the Best Evaluated Bid). After Technical and Financial Evaluation, the contract shall be awarded to the consultant with the best evaluated bid, that is, the bid with highest accumulative technical and financial score, wherein, proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 70%, the weight given to the Technical Proposal; F = 30%, the weight given to the Financial Proposal; T + F = 1) indicated as: $S = St \times T\% + Sf \times F\%$. The bidder achieving the highest combined technical and financial score shall be declared as winning bidder and shall be awarded contract

Section 3.
Technical Proposal - Standard Forms

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and Paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of Pages recommended.

Form TECH-1. Technical Proposal Submission Form	26
Form TECH-2. Consultant’s Organization and Experience.....	27
A - Consultant’s Organization.....	27
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE	28
A - On the Terms of Reference	28
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment	29
Form TECH-5. Team Composition and Task Assignments.....	30
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Managing Director,
Khyber Pakhtunkhwa Health Foundation
Peshawar.

Dear Sir:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope^{1 2}.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]* ' _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

For FTP Only

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two Pages) description of the background and organization of your firm/entity].

The institute must also provide the following

Name of owner & his/her contact no:

Postal Address of the institute

Email Address of the institute

Name & Contact No of the Focal Person/Principal/Director

For FTP Only
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be

Provided by the PE

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

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

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

The institute is also expected to provide the list of technologies to be offered by the institute with breakup of total allocated seats against each. It may also indicate the priority options of Public sector hospitals for partnership.

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.*

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

FORM TECH-5. FACULTY COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Qualification	Area of Expertise	Subjects Assigned	Any other Task Assigned

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

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

From *[Year]*: ____ To *[Year]*:

Employer: ____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

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

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2.]

Form FIN-1. Financial Proposal Submission Form.....	35
Form FIN-2. Summary of Costs	36

To:
Managing Director,
Health Foundation,
23 F Khushal Khan Khattak Road University Town
Peshawar.

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Private nursing Training Institutes To Engage Public Private Partnership With Public Sector Hospitals** In accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures^{3 4}].

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

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials] ' _____

Name and Title of Signatory: _____

Name of Firm: _____

Address' _____

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

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

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

FORM FIN-2. SUMMARY OF COSTS

Item	Costs			
	No of total Students Enrolled	<i>Offered rate per student per month</i>	<i>Offered rate per student per Year</i>	<i>Total offered rate of all students enrolled per anum</i>
BSN				
Post RN				
LHV				

**SECTION-05:
TERMS OF REFERENCE (TOR)**

Terms of Reference (TOR)

PRIVATE NURSING TRAINING INSTITUTES TO ENGAGE IN PUBLIC PRIVATE PARTNERSHIP WITH PUBLIC SECTOR HOSPITALS”

INTRODUCTION:

Health Foundation in Khyber Pakhtunkhwa is mandated to promote and enable the development of innovative health care delivery models to achieve policy objectives of Government of Khyber Pakhtunkhwa to improve coverage through various means of Public Private Partnership for health care delivery services and matters connected herewith and ancillary thereto.

One of the priority area identified for Public Private Partnership is Nursing Education & training wherein Private Nursing training institute intends to be engaged into Public Private Partnership with public sector hospitals for practical training of their students through Public Private partnership. The ultimate objective is to enhance the clinical skills of the students so that the necessary competence to manage the patients is ensured.

OBJECTIVES OF THE INITIATIVE

The prime objective of this initiative is to prepare the knowledgeable and highly skilled diploma holders/graduates who

- Provide competent, safe, high-quality and culturally sensitive health services to the Patients and population of the province.
- Use effective communication and leadership skills in inter professional teams to promote positive change in the health care of the population.
- Use information systems and other technologies to improve the quality and safety of patient care.

TASK DESCRIPTION:

- The institute after going through the process under KPPRA if selected will be provided with provisional contract. After which the institute will get itself inspected by the regulatory body/ies as per legal requirements.
- The registration with Khyber Pakhtunkhwa Revenue Authority (KPRA)” is mandatory before the award of contract.

- The institute when fulfills the criteria of Pakistan Nursing Council and KMU on inspection and has been concurred for affiliation will be provided with the final contract.
- The duration of the contract will be 10 years.
- The contract will be tripartite with well-defined roles of all the three parties.

RESPONSIBILITY OF NURSING INSTITUTE:

- The institute engaged through a contract will formally inform the hospital on the type of courses to be conducted with the tentative timelines for the initiation of practical trainings.
- It will provide the list of students enrolled/ registered to the Hospital Administration.
- The institute will provide the training plan before initiation of the clinical classes which is to be approved by the head of the concerned hospitals.
- The institute will provide quality training as per guidelines of the Pakistan Nursing Council/Khyber Medical University throughout the academic year
- The institute will share the list of the faculty and all the relevant information as part of the technical proposal as outlined in RFP which in case of any change has to be communicated to the hospital and Health foundation in advance but not later than a month.
- The institute will regularly interact with the hospital administration to ensure that the necessary skills are imparted to the students as per guidelines of PNC/KMU.
- It will also ensure that all the students will abide by the rules of the hospital and will follow the proper code of the conduct.
- The training regime will be mutually agreed in light of the guidelines of PNC/ Khyber Medical University and Health Education regulatory authority.
- The training institute will pay student fee as per contract agreement on quarterly basis.
- The institute will submit regular quarterly report to Health Foundation and the concerned hospital on mutually agreed format.

ROLE OF HEALTH FOUNDATION:

- The role of Health Foundation is to execute the procurement process.
- It will regularly monitor the performance of the Nursing institutions against the contract agreement.
- Staff of health foundation or a third party or any person authorized by Health foundation may visit any institute to assess its performance against agreement.
- It will be also responsible to supervise their activities in order to ensure that the same are not contradictory to the agreed provisions of the signed MOU.
- Provide policy guidance to the institutes as well as hospitals with regard to execution of contract.

ROLES OF THE HOSPITAL:

- Hospital shall be responsible for the proper clinical training of the trainee's nurses in the hospital
- On completion of internship/training the hospital shall sign a logbook / practical notebook verifying contents and duration of practical training and shall issue a training certificate to the candidate.
- It shall be responsible to share the name of focal person and list of faculty members at the time of commencement of training.
- It shall be responsible for distribution of fees/dues/ training incentive to the focal person, teaching staff, other supporting staff and material needed in the clinical training program

Section-6
Conditions of Contract

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

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

		<ul style="list-style-type: none"> i. “Government” means the Government of Khyber Pakhtunkhwa. j. “Local Currency” means Pak Rupees. k. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities. l. “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them. m. “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof. n. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented. o. “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References. p. “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services. q. “In writing” means communicated in written form with proof of receipt
--	--	---

1.2 Law Governing Contract		This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law
1.3 Language		This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4 Notices	1.4.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
	1.4.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC
1.5 Location		The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve
1.6 Authority of Member in Charge		In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE
1.7 Authorized Representatives		Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC
1.8 Taxes & Duties		The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price
1.9 Fraud & Corruption		<p>If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014</p> <p>Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2. Integrity Pact</p> <p>A. If the Consultant or any of his Sub-consultants, agents or</p>

		<p>servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:</p> <p>(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;</p> <p>(b) terminate the Contract; and</p> <p>(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.</p> <p>On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).</p>
--	--	---

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract		<p>This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
2.2 Commencement of Services		<p>The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p>
2.3 Expiration of Contract		<p>Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.</p>
2.4 Modifications or Variations		<p>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.</p>
2.5 Force Majeure		<p>The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.</p>
	2.5.1	<p>No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event</p>

	2.5.2	<p>Extension of Time Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure</p>
	2.5.3	<p>Payment During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period</p>
2.6 Termination		<p>The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC If the institute is de-recognize by PNC</p>
	2.6.1	<p>By PE In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> a. If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing b. If the Consultant becomes insolvent or bankrupt. c. If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d. If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days. e. If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. f. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof
	2.6.2	<p>By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2</p> <ul style="list-style-type: none"> a. If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault. b. Pursuant to Clause GC 7 hereof within forty-five (45) days after

		<p>receiving written notice from the Consultant that such Payment is overdue.</p> <p>c. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
	2.6.3	<p>Payment upon the Termination</p> <p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC. 2.6.2, the PE shall make the following Payments to the Consultant:</p> <p>a. Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination</p> <p>b. except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.</p>
3. OBLIGATIONS OF THE CONSULTANT		
3.1 General	3.1.1	<p>Standard of Performance</p> <p>The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
3.2 Conflict of Interest		The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests
	3.2.1	<p>Consultants not to Benefit from Commissions, Discounts, etc.</p> <p>The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any</p>

		Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment
	3.2.2	Prohibition of Conflicting Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project
	3.2.3	Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.4 Confidentiality		Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.5 Consultant's Actions Requiring PE's Prior Approval		The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the Performance of any Part of the Services, (b) appointing such members of the Personnel not listed, and (c) any other action that may affect the contract directly or indirectly
3.6 Reporting Obligations		a. The Consultant shall submit to the PE the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR. b. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said TOR.
3.7 Documents Prepared by the Consultant to be the Property of the PE		(a) All plans, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
3.8 Professional liability of consultant	3.8.1	The consultant shall be liable for consequence of errors or omissions on its part. The extent of liability of the consultant in no case should be less than consideration of the contract.
	3.8.2	The consultant shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services

	3.8.3	In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both
3.10 Monitoring and Evaluation	3.10.1	The Consultant shall submit the report along with the attendance to the Health Foundation. The PE shall monitor and evaluate and visit the consultant business place each month. The Consultant shall facilitate the PE for inspection of the relevant records and the consultant shall produce the relevant records on demand of PE for evaluation.
	3.10.2	If the consultant failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.
4. CONSULTANT'S PERSONNEL		
4.1 Description of Personnel		The Consultant shall employ and provide such qualified and Personnel experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section 3 & TOR. The Key Personnel listed by title as well as by name in proposal are hereby approved by the PE.
4.2 Removal and/or Replacement of Personnel		<ul style="list-style-type: none"> a. Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications. b. If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
5. OBLIGATIONS OF THE PE		
5.1 Assistance and Exemptions		The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as the PE can provide.

5.2 Change in the Applicable Law Related to Taxes and Duties		If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.
5.3 Services and Facilities		The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F
6. PAYMENTS TO THE CONSULTANT		
6.1 Lump-sum Payment		The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4
6.2 Contract Price		The contract price shall be lump sum and payment shall be made in Pak Rupees
6.3 Payment for Additional Services		For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided..
6.4 Terms and Conditions of Payment		Payments will be made to the account of the Consultant and according to the Payment schedule and terms and conditions stated in the TORs
7. GOOD FAITH		
7.1		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.
8. SETTLEMENT OF DISPUTES		
8.1 Amicable Settlement		The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Resolution		Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC

III. Special Conditions of Contract

GCC Ref No	
1.1	Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.
1.3	The language is English
1.4	The addresses are: Procuring Entity: Khyber Pakhtunkhwa Health Foundation
1.5	Attention: Managing Director E-mail: info@kphf.gov.pk
1.7	The Authorized Representatives are: For the PE: _____ For the Consultant: _____
2.1	The duration of the contract shall be 10 years but probation shall be for initial 2 years and upon successful completion of the same, the contract may be extended. The PE may also extend the probation period for 1 year and/or cancel as the case may be.
2.2	The date for the commencement of Services is [soon after signing of contract].
2.4	<ul style="list-style-type: none"> • The maximum duration of the contract shall be 10 years but probation shall be for initial 2 years and upon successful completion of the same, the contract may be extended. The PE may also extend the probation period for 1 year and/or cancel as the case may be • The PE in consultation with stake holders will review the contract and amend if deem necessary at any time during execution and/or periodically after 3 years. • The PE has right to monitor the activities of the institution in accordance to contracts at any time. • The PE shall conduct periodic evaluation in which the Institutions has to ensure minimum qualifying score as per defined criteria otherwise the contract may be terminated after issuance of warning. • The Institution after negotiation with PE in light of provision of KPPRA Act and Rules shall submit the negotiated amended proposal as integral part of contract agreement if declared as successful bidder
2.5.3	Extension of Time: this contract cannot be extended beyond 10 years. However the PE may re-advertise in which the same institution /consultant may apply.
2.6	Termination of Contract: In following conditions, the contract shall stand terminated; <ul style="list-style-type: none"> • If the Institution/s fails to comply with the clauses of contract agreement and these SBDs.

	<ul style="list-style-type: none"> • Fails to maintain the standard of services for which they have been selected at the time of selection. • Major deviation from technical & financial proposal • Found indulged in any sought of corrupt practices. • Found to be the source of misinformation or false claims in submitted bid/s to PE
3.5	<p>The Institution shall seek permission prior to</p> <ul style="list-style-type: none"> • Increase in no or change in type of technology • Increase in number of students. • Change of location/building of institute • Change in Permeant Faculty • Change in ownership
8.2	<p>Disputes shall be settled as per PPP Rules 2017 and by complaint redressal committee through Grievance Redressal as per KPPRA Rules 2014 The Procuring Agency and / or Purchasing Agency, as the case may be, and the Supplier/bidder/institution shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. However, despite such negotiation if the Purchasing Agency& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to KP Health Foundation Khyber Pakhtunkhwa, Health Department, Peshawar for decision and that will be final.</p>

Appendix A

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated

Contract Value: _____

Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or

induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or Payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier: ...

Signature:

[Seal]

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) 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”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “The Institution after negotiation with PE in light of provision of KPPRA Act and Rules shall submit the negotiated amended proposal as integral part of this contract agreement deed and List of Personnel and Schedule of Rates” to Perform the Services.
- 2. Term**

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

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the institution/consulting organization shall pay to the PE & PA in light of provision of SBDs of KP Health Foundation 2019-20 an amount.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration after every 3 years at rate of not less than 10%.

5. Project Administration

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.

A. Timesheets

Upon the recommendation of re-Evaluation committee the coordinator shall intimate to the institutions and the institutions are required to complete timesheets or any other document used to identify time spent,

as instructed by the Coordinator.

B. 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.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity as defined by the regulatory body/ies and/or PE and/or PA. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality

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

8. Ownership of Material

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

**9. Consultant
Not to be
Engaged in
Certain
Activities**

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

10. Insurance

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

11. Assignment

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

**12. Law
Governing
Contract and
Language**

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

**13. Dispute
Resolution**

Disputes shall be settled by complain redressal committee with the following provisions:

The Procuring Agency and / or Purchasing Agency, as the case may be, and the Supplier/bidder/institution shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. However, despite such negotiation if the Purchasing Agency& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to KP Health Foundation Khyber Pakhtunkhwa, Health Department, Peshawar for decision and that will be final.

FOR THE PE

FOR THE CONSULTANT

Signed by

Signed by

Title:

Title:

ANNEX-B

DECLARATION OF THE BUILDING OWNERSHIP

To Whom It May Concern

It is certified that I _____ Son / Daughter/Wife of _____
_____ bearing CNIC No _____ is the
owner of building & [insert name of the Institute].

Signature

Must be attested from notary public

Annex-C

To Whom It May Concern

It is certified that we will maintain / open the separate account under the title of (Institute name Endowment Fund). We further confirm that we will deposit Rs. _____ as Endowment fund account and will maintain it for the period of the contract.

Name & Sign of the Principal