



**Bacha Khan Medical Complex (BKMC)
Medical Teaching Institution (MTI)
Swabi**

Contact No: 0938-280214

Request for Proposal

For

The hiring of consultancy firm for Upgradation of Hospital Electricity Infrastructure

Date / Time for Pre-Proposal Meeting / /202_ (11:00 AM)

Last Date / Time for Submission / /202_ (11:00 AM)

Bid Opening Date / Time / /202_ (11:30 AM)

Manager Material Management
BKMC/GKMC-MTI, Swabi

Manager Maintenance & Eng:
BKMC/GKMC-MTI, Swabi

Manager Facilities Management
BKMC/GKMC-MTI, Swabi

Director Finance
BKMC/GKMC-MTI, Swabi

Hospital Director
BKMC/GKMC-MTI, Swabi

LETTER OF INVITATION

- 1.** The Hospital Director Bacha Khan Medical Complex-MTI, Swabi (hereinafter called "Procuring Entity") invites proposals to provide the following consulting services: **"Upgradation of Hospital Electricity Infrastructure".**
- 2.** More details on the services are provided in the Terms of Reference.
- 3.** This Request for Proposal (RFP) has been addressed to all the interested eligible Consultants.
- 4.** A firm will be selected under Quality & Cost Based Selection (QCBS) System and procedures described in this RFP and TORs (attached), in accordance with the KPPRA Rules 2014.
- 5.** 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 - Conditions of Contract

Hospital Director
BKMC-MTI, Swabi
Tel: 0938-280416

INSTRUCTIONS TO CONSULTANTS

1. Definitions

- a) "Procuring Entity (PE)" means Bacha Khan Medical Complex / Gajju Khan Medical College- MTI, Swabi.
- b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- c) "Contract" means an agreement enforceable by law and includes Conditions of the contract.
- d) "Data Sheet" means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- e) "Day" means calendar day including holiday.
- f) "Government" means the Government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides interested 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 sub-contracts 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, Payment terms 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), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be on 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- bid meeting, which will be held on ____2025 (1100 hrs) in the Committee Room Admin Block.** Attending the pre-bid meeting 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 hold the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring entity to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - (ii) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflicts stemming from this relationship has been resolved.

Conflicting Relationship:

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without Pay;
 - (ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption:

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

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

Under Rule 44 of KPPRA 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”.

5. Integrity Pact:

Pursuant to section 16(2) & (3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto (Annex- A).

6. Eligible Consultants:

Consultants qualifying the mandatory & technical criteria shall be considered as eligible consultants.

7. Eligibility of Sub-Consultant:

A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process (Applicable in case of EOI)

8. Only One Proposal:

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, in more than one proposal, is not allowed.

9. Proposal Validity:

9.1 The Data Sheet indicates Proposal's 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 and Amendment in RFP Documents:

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received on or before the date of pre-bid meeting. 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 four 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 expected 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.

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 the Islamic Republic of Pakistan.

13. Taxes:

- 13.1 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.

14. Submission, Receipt, and Opening of Proposals

- 14.1 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. The

authorization shall be in the form of a written power of attorney accompanying the Proposal

- 14.2 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.
- 14.3 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 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.
- 14.4 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.

15. Proposal Evaluation:

- 15.1 From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Consultants' Proposal.

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

16. Evaluation of Technical Proposals

- 16.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the TOR. 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.
- 16.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time, and location, allowing reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

17. Evaluation of Financial Proposal

- 17.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks 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.

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.

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 TOR. 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.

Availability of Professional staff/experts:

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.

Award of Contract:

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.

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

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

Confidentiality:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

DATA SHEET

2.1	<p>Name of the PE: Bacha Khan Medical Complex -MTI, Swabi KPK.</p> <p>Name of the Assignment: “<i>Electrical Works in existing building of BKMC-MTI, Swabi</i>”.</p> <p>The method of selection: <i>Quality & Cost Based Selection (QCBS)</i> System the Edition of the Guidelines is: <i>KPPRA Rule 2014</i></p> <p>The Name of the PE’s official (s): Hospital Director BKMC-MTI, Swabi Address: <i>Bacha Khan Medical Complex Shahmansoor opposite judicial complex Swabi KPK.</i> Telephone: 0938-280416</p>
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes
2.3	Pre-Bid Meeting: <i>Pre-proposal meeting shall be on Dated: _____ 202_ (1100 HRS) at the Committee Room Admin Block BKMC-MTI, Swabi.</i>
2.5	Input & Facilities provided by PE: <i>All Possible input & facilities will be provided by the PE.</i>
6	Eligibility of Consultant: <i>RFP is open to all the potential bidders to apply as no EOI has been issued in this tender.</i>
7	Eligibility of Consultant: <i>No EOI has been issued, so there are no shortlisting consultants. A sub-consultant may associate with only one consultant, association with more than one consultant would not be allowed.</i>
9.1	Proposal Validity: <i>The proposal’s validity that shall be 180 days. The Procuring Entity may ask for an extension in proposal validity if required.</i>
10.1	Clarification and Amendment in RFP Documents: <i>Clarifications may be requested not later than SIX days before the submission date. The address for requesting clarifications is: office of the Manager Materials Management BKMC/GKMC-MTI, Swabi</i>
11.2	Preparation of Proposals: <i>Costing shall be made on the basis of deliverables as per TORs.</i>
12	Language: <i>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 the Islamic Republic of Pakistan.</i>
13.1 (ii)	System for Selection of Consultant: <i>Quality and Cost-based selection (QCBS) as mentioned in the TORs section.</i>
13.1 (iii)	Proposed Staff: <i>All the proposed staff shall be permanent employees of consultants as mentioned in the TORs.</i>
13.1 (iv)	Professional Staff Experience: <i>As mentioned in the selection criteria in the TORs section.</i>
13.2	Technical Proposal: <i>Technical proposal shall be prepared on the guidelines mentioned in section-3 and TORs in this RFP.</i>
14.1	Financial Proposal: <i>The consultant shall prepare the financial proposal in the standard format in section- 4 of this RFP and must include all the cost including transportation, office, printing etc., and applicable taxes, duties etc., in the financial proposal. Cost shall be stated in local currency i.e., Pakistani Rupees.</i>
15.1	Taxes: <i>Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges etc.</i>

16.2	Proposal Submission: Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal in a single package.
16.4	The Proposal submission date, time & address is: <i>Admin Block Bacha Khan Medical Complex-MTI, Swabi KPK</i> <i>Proposals must be submitted through EPAD System as well as Hard copy no later than the following date and time: _____ 11.00 AM</i>
18.1	Evaluation of Proposals: Quality and cost-based selection (QCBS) procedure shall be followed.
19	Evaluation of Financial Proposal: Financial proposal shall be evaluated under QCBS systemas per the procedure mentioned in the TORs section of this RFP.
24.2	Performance Security: Successful consultant is required to submit 10% Performance security in form of CDR or Bank Guarantee.
24.3	Expected date for commencement of consulting services: Soon after the award of Contract

FORM TECH: TECHNICAL PROPOSAL SUBMISSION FORM

To:

*Hospital Director,
Bacha Khan Medical Complex
Medical Teaching Institute
Shahmansoor Swabi KPK.
Telephone: 0938-280416*

Dear Sir:

We, the undersigned, offer to provide the consulting services for “” in accordance with your Request for Proposal dated and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal through EPAD System and As well as in Hard Copy sealed under a separate envelope.

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, 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.

Yours sincerely,

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM

To

*Hospital Director
Bacha Khan Medical Complex-MTI, Swabi.
Address: Bacha Khan Medical Complex-MTI, Shahmansoor
Swabi.
Telephone: 0938-280416*

Dear Sir/Madams:

*We, the undersigned, offer to provide the consulting services for “**Upgradation of Hospital Electricity Infrastructure at BKMC-MTI, Swabi**” in accordance with your Request for Proposal dated Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].*

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.

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

Name and Address of Agents: _____ Amount _____ and
Currency: _____ Purpose of Commission or Gratuity: _____

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

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-02: SUMMARY OF COSTS

Item	Cost
<i>Indicate Local Currency</i>	
Total Costs of Financial Proposal	

SECTION-05: TERMS OF REFERENCE (TOR) / SCOPE OF WORK

TERM OF REFERENCE (TOR'S) AND SCOPE OF WORK FOR HIRING OF CONSULTANCY FIRM FOR
The study(TORs of the consultant) should cover the following:

1: PROJECT BACKGROUND:

Proposals will be invited under the KPPRA-2014 to hire the consultancy services from firms for **Upgradation of Hospital Electricity Infrastructure at Bacha khan Medical Complex-MTI, Swabi** The indicative terms of reference (TORs) of the firms/consultant will be as per below but not limited to:

- i. Load calculations for all existing infrastructure i.e., Building Wise: The consultant / firm will calculate the load for all the electrical accessories i.e., Acs, fans, lights, light plugs, power plugs and biomedical equipment etc. and will provide in the document from.
- ii. The existing internal electrification of all the buildings need to be checked. The consultants/firm will check all internal electrification i.e., main DB, sub DBs, circuit breakers and will suggest findings in the form of drawings and written report.
- iii. The power cable from grid to the main DBs need to be checked. The power cables from main grid/LT room to all the existing buildings need to be checked and will suggest as per calculated load.
- iv. The main grid / LT room need to be checked. As the grid/LT room was constructed /designed about 30 years ago for the limited buildings but now as BKMC has been upgraded and almost the electrical load has become double, therefore, a detail design complete in all respect is needed.
- v. Calculation and costing for solar energy need to be checked.
- vi. The existing transformers and generators capacity with respect to the existing electrical load need to be checked. As the electrical load has been increased therefore a complete detail of transformers and generators need to be provided by the consultant. A separate line is needed for Acs in all the buildings which will be connected to WAPDA line and not to generators. The consultant / electrical firm will provide a complete design along with specifications, drawings and complete BOQ i.e., cost estimate ready for tendering process.
- vii. Calculation / Costing for solar energy.

The consultant will be required to:

- **Assessment and Analysis:**
 - Conduct a thorough assessment of the existing electrical infrastructure (e.g., power supply, distribution systems, emergency power systems, lighting, Hospital electrical cables, Existing Grid station status, Hospital Transformers).
 - Identify existing deficiencies, risks, and areas of improvement in the power supply, distribution systems, emergency power systems, lighting, Hospital electrical cables, Existing Grid station status, Hospital Transformers.

- Evaluate the load capacity, demand forecasts, and future growth requirements.
- Assess energy efficiency and suggest improvements.
- **Design and Recommendations:**
 - Provide detailed technical recommendations and design solutions for the upgradation of the whole Hospital electrical infrastructure.
 - Design the system to accommodate modern medical equipment, HVAC, and other energy-intensive hospital systems.
 - Suggest and specify energy-efficient solutions, including renewable energy sources (solar, wind, etc.), where applicable.
 - Ensure the design accounts for redundancy, ensuring the hospital's operations are not interrupted during maintenance or failure.
- **Project Planning:**
 - Prepare a detailed work plan, schedule, and budget for the implementation phase.
 - Develop risk mitigation strategies for the electrical system during the upgrade and ensure minimal disruption to hospital operations.
 - Assist in preparing tender documents for hiring contractors and suppliers.
- **Final Report:**
 - Provide a comprehensive final report, including as-built drawings, operation manuals, and a performance guarantee for the installed systems.

2: DELIVERABLES:

The selected bidder shall be bound for provision of feasibility report/PC-I regarding the electrical works in existing buildings of BKMC/GKMC.

3: DURATION OF THE SERVICE:

Six (06) effective from the date of award of contract.

4: EVALUATION CRITERIA

All the bids shall be evaluated against the following Mandatory, Technical and Financial evaluation criteria.

: MANDATORY ELIGIBILITY CRITERIA

The consultant firm shall qualify the following mandatory eligibility criteria.

S #	Description	Mandatory Documents
1	The bidder must be registered with Income Tax, Khyber Pakhtunkhwa Revenue Authority KPRA (KNTN) with Active Status, NTN Status Active. (Certificate of Company / Firm / Registration / Incorporation under the laws of Pakistan), Valid Income Tax Registration (Status = Active with FBR). Khyber Pakhtunkhwa Revenue Authority (KPRA) Registration Should be active at the time of technical evaluation.	Mandatory
2	Judicial Affidavit on stamp paper of Rs. 100/- declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/ defaulted by any government agency/ department/organization”.	Mandatory
3	Relevant Experience: <ul style="list-style-type: none">Similar Nature of Assignment Minimum 03 Assignments	Mandatory
4	Turnover during the last one year: <ul style="list-style-type: none">Turnover equal or more than PKR 10 million	Mandatory
5	Detailed List of staff, no of employees work in the firm / company <ul style="list-style-type: none">Team Leader = 02 No'sElectrical Engineers = 02 No's (Qualification = BSc Electrical Engineering)Support Staff = 10 No's (Qualification = Diploma in Electrical Engineering)	Mandatory
6	Duly Licensed by Pakistan Engineering Council in relevant category & having codes = 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1214, 1232, 1235.	Mandatory

Method of Selection: Quality & Cost Based Selection (Financial will be open of those firms who qualified in the technical evaluation)

SCHEDULE OF PAYMENT

PAYMENT SCHEDULE

All payments will be subject to following conditions:

- a. Payment shall be made after deduction of all applicable taxes etc. as per Government rules on total invoice amount.
- b. All the payments shall be made through cross cheque in the Pak Rupees.
- c. Invoice shall be addressed to Hospital Director BKMC-MTI Swabi who shall process the invoice for payment.
- d. payment shall be made after successful completion of the project and submission of final report.

SECTION-06: GENERAL CONDITIONS OF THE 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, non-governmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 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 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (h) “Government” means the Government of Khyber Pakhtunkhwa.
- (i) “Local Currency” means Pak Rupees.
- (j) “Member” means any of the entities that make up the jointventure/consortium/association, and “Members” means all these entities.
- (k) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (p) “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 English language, 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 Representative

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

- A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

1.10 Objectives of the Consultancy

The consultant will be responsible for providing technical expertise in upgrading the hospital's electrical systems to ensure:

- Compliance with national and international electrical safety standards.
- Improved reliability and resilience of electrical systems.
- Energy efficiency and reduction of operational costs.
- Capacity to meet the growing demand of hospital services.

Integrity Pact

- B.** If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.2 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

2.5.3 Payments

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultant's fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment Upon Termination

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

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

3. OBLIGATION OF THE CONSULTANT

3.2 General

3.2.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials, and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

3.3 Conflict of Interests

The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.3.1 Consultants not to Benefit from Commissions, Discounts, etc.

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this

Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

3.3.2 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.

3.3.3 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 be specified in the SC.

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 /USB 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, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, *inter alia*, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

3.9 Professional liability of consultant

- 3.9.1 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.

inadequate services in performing the consulting services.

3.9.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to forfeit their performance security or 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 Hospital Director the PE shall monitor and evaluate and visit the consultant's 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 a penalty of not less than the consideration of the contract as the case may be.

4. CONSULTANT PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section 3 & TOR. The Key Personnel and Sub-Consultants listed by title as well as by name in proposal are hereby approved by the PE.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, 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, Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

6.2 Contract Price

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

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price 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 stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 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. SETTELMENT 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 Contractor its interpretation.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC

SPECIAL CONDITIONS OF CONTRACT

Ref. No.	Details
1.1	Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.
1.3	English Language
1.4	<p>Procuring Entity: Hospital Director Bacha Khan Medical Complex/Gajju Khan Medical College -MTI, Swabi</p> <p>Consultant: Attention: _____ Facsimile: _____ E-mail: _____</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.5	Service Location: Khyber Pakhtunkhwa
1.7	<p>The Authorized Representatives are: For the PE: <u>Manager Materials Management</u> For the Consultant: _____</p>
1.8	All taxes and duties applied by the Government of Pakistan
2.1	Effectiveness of Contract: From the date of signing of the contract
2.2	Date for Commencement of Services: Soon after signing of the contract
2.3	Time Period shall be: Three (03) Months , starting from the date of signing of the contract
5.1	The PE will provide possible assistance in the execution of the project.
6.1	The successful bidder shall submit a performance bank security/guarantee of PKR. 01 million from the scheduled banks.
6.3	The amount is in Pak Rupees <i>[insert amount]</i> .
6.5	<p>The accounts are: for foreign currency or currencies: <i>[insert account]</i> for local currency: <i>[insert account]</i> Payments shall be made according to the schedule mentioned in the TOR.</p>
8.2	Disputes shall be settled by the complaint redressal committee define in KPPRA Act & Rules or through arbitration Act of 1940 or through Grievance Redressal as per KPPRA Rules 2014.

(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 the Government of Khyber Pakhtunkhwa (Govt of KPK) or any administrative subdivision or Entity thereof or any other entity owned or controlled by Govt of KPK 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 Govt of KPK, 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 Govt of KPK 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 Govt of KPK under any law, contract or other instrument, be voidable at the option of Govt of KPK.

Notwithstanding any rights and remedies exercised by Govt of KPK in this regard, [name of Supplier] agrees to indemnify Govt of KPK for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to Govt of KPK 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 Govt of KPK.

Name of PE Rep: _____ Name of Consultant: _____

Signature: _____ Signature: _____

DRAFT CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[Bacha Khan Medical Complex* (“The Hospital Director”) having its principal place of business at *[Bacha Khan Medical Complex MTI, Shahmansoor Swabi KPK]*, 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 “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, “Consultant’s Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.

2. Duration of Contract

The Consultant shall complete all the deliverables within a period of 06 months (six) which may be extended upon mutual consent of both the parties (if needed).

3. Payment Terms

A. 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 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.

4. Project Administration

A. Coordinator

The PE designates Mr. *[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.

B. 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.

C. 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.

5. Performance Standard:

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

6. 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.

7. 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.

8. 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.

9. Insurance:

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

10. Assignment:

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

11. Law Governing Contract and Language:

Applicable law will be that of Government of Khyber Pakhtunkhwa and the contract language shall be English.

12. Dispute Resolution:

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

For the PE

Signature: _____

Name: _____

For the Consultant

Signature: _____

Name: _____