

REQUEST FOR PROPOSALS

**PROJECT MANAGEMENT UNIT-ACCELERATED SKILLS DEVELOPMENT PROGRAM
(ASDP) FOR MERGED AREAS**



**Department of
Industries, Commerce &
Technical Education**

Government of Khyber Pakhtunkhwa

**HIRING OF TRAINING/SERVICE PROVIDERS/ENTERPRISES/FIRMS
FOR IMPARTING QUALITY SKILL TRAINING IN DEMAND
ORIENTED OCCUPATIONS/TRADES**

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2. Introduction

Definitions:

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (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 General and Special 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 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 which 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.

2.1 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:
 - 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 (ii) supervisions of the Contract, may not be awarded

a Contract, unless the conflict stemming from this relationship has been resolved.

- 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 KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices

5. Integrity Pact

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard'. Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

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.

7. Eligibility of Sub Consultants:

Shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short listing process.

8. Only One Proposal:

Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

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, which 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. Conflicting Relationships:

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:

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

- 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 been hired for PMU ASDP.
- 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 vita (CV) shall submit for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (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).

(vi) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals:

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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, and 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.

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.

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 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.

18. Evaluation of Technical Proposals:

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

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

18.2 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 a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

19. Evaluation of Financial Proposals:

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants. 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.

19.1 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.2 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.

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

20. Negotiations:

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

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 assignment on the date and at the location specified in the Data Sheet.

25. 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

1.1	<p>Name of the Assignment: Hiring of training/service providers/enterprises/firms for imparting quality skills for the youth of merged areas of Khyber Pakhtunkhwa for training in demand-oriented occupations/trades</p> <p>The Name of the PE's official (s): Project Management Unit - Accelerated Skills Development Program (ASDP) For Merged Areas of Khyber Pakhtunkhwa</p>
1.2	<p>The method of selection: QCBS</p> <p>The Edition of the Guidelines: KPPRA Rules-2014</p>
1.3	<p>Financial and Technical Proposals to be submitted in separate sealed envelopes within a single envelope: Yes</p>
1.4	<p>The PE will provide the following inputs and facilities: Detailed TORs and selection criteria attached at Annex-I.</p>
1.5	<p>The Proposal submission address: PMU-ASDP Inside Govt. Technical and Vocational Center for Boys Gulbahar, Peshawar.</p> <p>Proposals must be submitted no later than the following date and time: January 16, 2023 at 12:00 Hours</p>
1.6	<p>Expected date for commencement of assignment/services <i>March 2023</i></p> <p>At the identified sites of selected training/service provider/enterprises/firms</p>
9.1	<p>Proposal validity: Till expiry of the project activities (project period)</p>
10.1	<p>Clarifications may be requested not later than five days before the submission date: January 16, 2023. The address for requesting clarifications is: Project Management Unit – Inside Govt. Technical and Vocational Center for Boys Gulbahar, Peshawar.</p> <p>E-mail: asdp.pmu@gmail.com</p>
12	<p>The Proposal as well as all related correspondence exchanged by the training/service providers/enterprises/firms and the Procuring Entity shall be written in English</p>
6.1	<p>Shortlisted training/service providers/enterprises/firms may associate with other shortlisted training/service providers/enterprises/firms: No</p>

11.2 13.1	The estimated number of professional/technical and non-technical staff -Days required for the assignment will be as per requirement of the occupations/trades (varies from trade to trade/occupations):
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	The format of the Technical Proposal to be submitted is: STP.
13.2(vii)	Imparting of quality training is a specific component of this assignment: Yes
Minimum Qualification Criteria	<ul style="list-style-type: none"> ● The training/service providers/enterprises/firms must be registered/affiliated/accredited with any Federal or Provincial Technical Education & Vocational Training Authority (TEVTA) or National Training Bureau (NTB) or National Vocational Technical Training Commission (NAVTTTC) or Board of Technical Education (BTE) or Trade Testing Board (TTB) or HEC recognize University. ● The training/service providers/enterprises/firms should have minimum of three years' experience in conducting similar assignments having documentary proof of assignments clients name, duration and cost of the assignment. ● The training/service providers/enterprises/firms must be registered with relevant Revenue Authorities. ● The training/service providers/enterprises/firms should not be blacklisted by any Govt office, for which an affidavit on stamp paper, duly signed will be attached with RFP. ● Should be financially sound and shall have in its current offices/institutes all the necessary labs equipment and facilities required for conducting of the quality training program. ● The rate per trainee quoted in financial proposal has validity till completion of training process. ● One sealed envelope containing two sealed envelopes having clearly marked as "Technical Proposal" and "Financial Proposal" are to be submitted by each training/service providers/enterprises/firms. ● Last date for submission of technical and financial proposals is 31st January, 2023 at 1200 Hours. The technical proposals will be opened on the same day at 1400 hours in the presence of bidders or their authorized representatives. ● Pre-bid meeting will be held on January 10, 2023 at 1100 hrs both in person and via zoom link for which the firm will send formal request through email asdp.pmu@gmail.com_before the meeting date. ● Incomplete and late submitted proposals will not be accepted. ● The Competent Authority may reject any or all the bids at any time prior to acceptance of the bids or proposals with cogent reasons under Rules 47 of KP Procurement Rules 2014. ● Final selection of the training/service providers/enterprises/firms shall be carried out after physical verification of the facility by the concerned committee.

15.1	Amounts Payable by the PE to the service/training provider/enterprises/Firms under the contract to be subject to local taxation, stamp duty and service charges, if applicable : Yes
6.3	(N/A)
16.2	Service/training provider/enterprises/Firms must submit the original and Two <i>Number</i> copies of the Technical Proposal, and the original of the Financial Proposal.

13.1

The evaluation team will evaluate and score each proposal that meets the initial pass/fail requirements by assessing each bidder's ability to provide the services based on the scoring system below.

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

(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference¹Terms of Reference:

Criteria:

Description	Marks
Registration:	15
a) Registration/Affiliation (QAB)	05
b) National Accreditation	03
c) Additional National Accreditation Credits Grades: A=05, B=04, C=03, D=02	05
d) International Recognition/ Accreditation	02
Infrastructure facilities:	45
Training infrastructure/facility/technical staff details as per attached format	
a) Labs equipment/machinery	15
b) Technical qualified staff	15
c) Building (Purpose built)	10
Experience:	10
Relevant experience for conducting of similar assignment with documentary proof:	
a) Minimum 03 years for eligibility	05
b) Additional experience above mandatory period	05
Technical approach:	30
a) Proposed implementation Plan along with contingency plan	
I. Theory (20%)	10
II. Practical (80%)	
b) Internship/OJT/WBT/ Apprenticeship	05
c) Methodology for practical/entrepreneurship training	05
d) Monitoring and evaluation during the training process and Monthly progress report format and sharing procedure	05
e) Final trade testing methodology and Certification	05
Total	100

	<p>All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under “qualifications and competence of key staff” must be indicated in the RFP.</p> <p>The minimum technical score S_t required to Pass is: Points [70%]</p> <p>Remuneration Type (<i>Lump Sum</i>):</p>
	The single currency for price conversions.
19.4	<p>The lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>$T=70$ $F_m=$ 30</p>
20.1	Expected date and address for contract negotiations: After Technical and Financial Evaluation: <i>January 16, 2023</i> at PMU-ASDP-MA Inside Govt. Technical and Vocational Center for Boys Gulbahar, Peshawar.
24.2	Successful training/service providers/enterprises/firms is required to submit Performance security in form of demand draft or bank guarantee 5% of the contract amount.
5.1	Training/service providers/enterprises/firms undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Consideration may also be given to the number of Pages submitted as compared to the number recommended under Para. 3.4 (c) (ii) of these Instructions.

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	21
Form TECH-2. Consultant's Organization and Experience	22
A - Consultant's Organization	22
B - Consultant's Experience	23
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE	24
A - On the Terms of Reference	24
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Form TECH-7. Staffing Schedule ¹	30
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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

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

B - Service/Training Provider/Enterprises/Firms Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20Pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's

Name:

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

(For small or very simple assignments the PE should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:

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.

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. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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.]

Section 3. Technical Proposal - Standard Forms

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Section 3. Technical Proposal - Standard Forms

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

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

Section 3. Technical Proposal - Standard Forms

<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: PE:</p> <hr/> <p>Main project features: Positions held:</p> <hr/> <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 3. Technical Proposal - Standard Forms

N ^o	Name of Staff	2 FORM TECH-7. STAFFING SCHEDULE ¹ Staff input (in the form of a bar chart)													Total staff-month input		
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home

office. Full time input

Part

time

input

Section 3. Technical 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	33
Form FIN-2. Summary of Costs	34
Form FIN-3. Breakdown of Costs by Activity ¹	35
Form FIN-4. Breakdown of Remuneration ¹	36
Form FIN-4. Breakdown of Remuneration ¹	38
Form FIN-5. Breakdown of Reimbursable Expenses ¹	39
Form FIN-5. Breakdown of Reimbursable Expenses	41
Appendix. Financial Negotiations - Breakdown of Remuneration Rates	42

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures^{4 5}].

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	--------------------------------------

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

Yours sincerely,

Authorized Signature [In full and initials] '.

Name and Title of Signatory: _____

Name of Firm: _____

Address'

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

5 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."

Section 4 - Financial Proposal - Standard Forms

Item	FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY ¹ Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 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.

Section 4 - Financial Proposal - Standard Forms

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ₂	Description: ₃			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 7]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):							
Name ²	3 Position	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home]					
		\Field\					
						
							1
						1	
						
Local Staff							
		[Home]					
		\Field\					

Section 4 - Financial Proposal - Standard Forms

Total Costs							

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.**
- 4 Indicate separately staff-month rate and currency for home and field work.**
- 5 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.**
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.**

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the

PE) 6789

Name ²	3 Position	Staff-month Rate ⁴
Foreign Staff		
		Home 1
		Field
Local Staff		
		Home 1
		Field

- 6 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 7 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).
- 8 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 9 Indicate separately staff-month rate and currency for home and field work.

Section 4 - Financial Proposal - Standard Forms

Form FIN-5. Breakdown of Reimbursable Expenses¹

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
N ^o	Description ²	Unit	Unit Cost	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PE's Personnel ⁶							
Total Costs								

Section 4 - Financial Proposal - Standard Forms

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.**
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.**
- 3 Indicate unit cost and currency.**
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN- 2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.**
- 5 Indicate route of each flight, and if the trip is one- or two-ways.**
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.**

Form FIN-5. Breakdown of Reimbursable Expenses

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

N o	Description ¹	U nit	Unit Cost ²
	Per diem allowances	D ay	
	International flights	Tr ip	
	Miscellaneous travel expenses	Tr ip	
	Communication costs between <i>[Insertplace]</i> and <i>[Insertplace]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of Personal effects	Tr ip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	office rent, clerical assistance		
	Training of the PE's Personnel ⁴		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance Paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form Part of the negotiated contract.

1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary Paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including Pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. in this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

Leave cost as Percentage of salary = $\frac{i \text{ total days leave} \times 100}{[365 - w - ph - v - s]}$

[365 -w - ph - v - s]

1 Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

It is important to note that leave can be considered a social cost only if the PE is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (Partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the Percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not Permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly Payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses Paid on a regular basis are listed, a corresponding reduction in the profit element shall be exacted. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that Payments shall be made against an agreed estimated Payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is Payable for dependents—the subsistence rate shall be the same for married and single team members.

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expense's

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and

Section 4 - Financial Proposal - Standard Forms

printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PE Guarantee

- 3.1 Payments to the firm, including Payment of any advance based on cash flow projections covered by a PE guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to Pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name:

Title:

Section 4. Financial Proposal - Standard Forms

Consultant’s Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary Per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	² Fee	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour ¹
Home Office									
Field									

- 1. Expressed as Percentage of 1
- 2. Expressed as Percentage of 4

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

General Condition of Contract

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, there under 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.
- (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.

[Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

General Condition of Contract

1.2 Law Governing Contract

1.3 Language

1.4 Notices

1.5 Location

1.6 Authority of Member in Charge

General Condition of Contract

- (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.

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

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4.1. 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.

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve.

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

[Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

General Condition of Contract

1.9 Fraud Corruption

1.7 Authorized Representatives

1.8 Taxes & Duties

General Condition of Contract

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.

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.

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.

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).

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

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.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

[Grab your reader's attention with

General Condition of Contract

2.5.4 Payments

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

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or use this space to emphasize a
key point. To place this text box
anywhere on the page, just drag
it.]

General Condition of Contract

2.6 Termination

2.6.1 By the PE

**2.6.2 By the
Consultant**

General Condition of Contract

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.

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 consultants 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.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 here of.

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General Condition of Contract

**2.6.3. Payment
Upon Termination**

3.1 General

**3.1.1 Standard of
Performance**

3.2 Conflict of Interests

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

General Condition of Contract

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. OBLIGATIONS OF THE CONSULTANT

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

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.

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.

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

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General Condition of Contract

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.

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General Condition of Contract

**3.2.3 Prohibition
of Conflicting Activities**

3.3 Confidentiality

3.4 Insurance to be Taken Out by the Consultant

3.5 Consultant's Actions Requiring PE's Prior Approval

3.6 Reporting Obligations

**3.7
Documents Prepared by the Consultant to be the Property of the PE**

General Condition of Contract

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.

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.

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub- Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

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 by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- (a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
 - (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this

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General Condition of Contract

3.8 Accounting, Inspection and Auditing

General Condition of Contract

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.

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

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

3.8.2 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.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

4.2 Removal and/or Replacement of Personnel

General Condition of Contract

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in

the carrying out of the Services of the Consultant's Key

Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as

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well as by name in Appendix C are hereby approved by the PE.

(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 a

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sing out of or incidental to any removal and/or replacement of Personnel.

5.1 Assistance and Exemptions

5.2 Change in the Applicable Law Related to Taxes and Duties

5.3 Services and Facilities

5. OBLIGATIONS OF THE PE

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.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC

6.2 or (b), as the case may be.

The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

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General Condition of Contract

6.1 Lump-sum Payment

6.2 Contract Price

6.3 Payment for Additional services

6.4 Terms and Conditions of Payment

General Condition of Contract

The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

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

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

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

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General Condition of Contract

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. 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.

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Special Condition of Contract

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
------------------------	---

{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: PMU-ASDP Inside Government Technical and Vocational Center for Boys Gulbahar, Peshawar. Procuring Entity: Accelerated Skill Development Program for Merged Areas Attention: Project Director, PMU-ASDP

Facsimile:

E-mail: asdp.pmu@gmail.com

Consultant:

Attention:

Facsimile:

E-mail:

Special Condition of Contract

{The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

The Authorized Representatives are:

For the PE: Project Director, PMU-ASDP

For the Consultant:

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

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

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

- (a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub- Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country,

Special Condition of Contract

provided that:

(e)

Special Condition of Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[March, 2023]*.

2.3 The time period shall be *[project duration tentatively from June, 2024]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of *[Not Applicable]*;
- (b) Third party liability insurance, with a minimum coverage of *[Not Applicable]*;
- (c) professional liability insurance, with a minimum coverage of *[Not Applicable]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

Special Condition of Contract

{3.5(c)}

{3.7(b)}

{5.1}

6.1

6.3

Special Condition of Contract

Note: Delete what is not applicable

{The other actions are: [Not Applicable].}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

Note: If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE. }

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant. }

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party. }

Note: List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”

Performance security should be 5% of contract amount The amount in

Pak Rupees.

Special Condition of Contract

6.5 The accounts are:
for foreign currency or currencies: *[Not Applicable]* for local currency: *[Not Applicable]*

8.2 Disputes shall be settled by KPPRA Law and/or through Arbitration Act of 1940 in accordance with the following provisions:

Special Condition of Contract

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]

Special Condition of Contract

Name of Seller/Supplier: .. Signature:
[Seal]

Special Condition of Contract

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

2. Term

3. Payment

- (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, “Consultant's Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.

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

4. Economic Price Adjustment

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 of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

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

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

adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:

$$Rl = Rlo \times Ilo$$

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

5. Project Administration

6. Performance Standard

7. Confidentiality

8. Ownership of Material

A. 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.

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.

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

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

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

9. Consultant Not to be Engaged in Certain Activities

10. Insurance

11. Assignment

12. Law

Governing Contract and Language

13. Dispute

Resolution

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

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

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

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

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

FOR THE CONSULTANT

Signed by

Signed by

Title:

Title:

Khyber Pakhtunkhwa Public Procurement Regulatory Authority

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- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and Payment (e.g.: the assignment is phased, and each phase has a different Payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
 - 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
 - 3 Short description of the activities whose cost breakdown is provided in this Form.
 - 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
 - 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
 - 2 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).

Appendix-B

TORs

HIRING OF TRAINING/SERVICE PROVIDERS FOR IMPARTING QUALITY SKILL TRAINING IN DEMAND ORIENTED OCCUPATIONS/TRADES UNDER ACCELERATED SKILLS DEVELOPMENT PROGRAMME (ASDP) FOR MERGED AREAS

1. Background Introduction

The existing job opportunities for youth in Pakistan and especially in merged areas is a growing concern; almost 80 percent of our youth is aged between 15 to 40 years, thereby making Pakistan a country with the world's highest youth inactivity level. Today, Pakistan is confronted with high rates of under-employment along with long working hours and low wages or working under no legal framework. The official estimate of overall unemployment is 5.9 percent and even worst in Merged Districts, however the ground realities tell a different story.

In merged areas until recently, there have been no visible signs to realize this alarming situation, and hence lack of any remedial planning to tackle it. Education and training could have played a vital role to keep the Province out of this scenario; but unfortunately, the huge disconnect between the prevailing education and training system and the ground realities could not be abridged due to eras of Militancy and afterwards Clearance Operations.

According to the provisional census results for the year 2017, the merged Areas having 2.2 Million youth within the age limit of 18-25 years. According to the Khyber Pakhtunkhwa annual School census 2018-19, the survival rate at secondary school level in merged districts is 64% meaning thereby that 36% dropout at this level. According to the census 33% of the population is in the age bracket of 18-to-35- year.

While looking into overall Khyber Pakhtunkhwa—where 68 percent of population is under the age group of 30 year and 270,000 graduates passed out from technical

and vocational training centers annually— the scenario of unemployment is even more depressing.

To address the issue the project will train 5500 youth in demand- oriented skills to equip them with modern and saleable skills. In this context, a Project Accelerated Skills Development Program for Merged Areas of Khyber Pakhtunkhwa has been launched which is sponsored by Special Development Unit, Planning & Development Department Government of Khyber Pakhtunkhwa under Accelerated Implementation Plan (AIP). The project is executed by Industries, Commerce & Technical Education Department, Government of Khyber Pakhtunkhwa. The ASDP project is operated and maintained by KP-TEVTA, Industries, Commerce & Technical Education Department, Khyber Pakhtunkhwa.

2. Objective/Scope of Works:

Following are the main objectives:

- Train 5500 youth in demand-oriented trade/occupations – short duration
- Provide internship facilities to the trained youth for linking them with the labor market for accuracy and competency in their respective trades.
- Encourage the trained youth for establishment of their own businesses.
- Link the trained skilled workforce with financial institutes for availing interest free loans and grants of the public sectors announced from time to time.
- Increase employability in private sector through technical and financial support.
- Create corporate culture in Merged Areas
- Reduce poverty in youth of the Merged Areas

PROPOSED TRADES & OCCUPATIONS:

S #	Sectors	Trades/Occupation
1	Mines & Minerals	<ul style="list-style-type: none"> • Mining surveyor • Heavy Machinery Operators • Grinding Mills Operators • Rig Operator • Gemology • Gemstone Faceting • Gemstone Carving • Fashion Jewelry Making • Computer Aided Jewelry Designing/Manufacturing (CAD/CAM) • Crush Plant Operator • Mining Technician • Health and Safety Environment (HSE) • Drilling Technician

2	Textiles Manufacturing	<ul style="list-style-type: none"> • Industrial Stitching Machine Operator • Dress Designing and Making • Pattern Making and Cutting • Fashion Designing • Leather Garments Pattern Making • Pattern Drafting and Cutting • Fabric Cutting Expert • Embroidery • Carpet Weaving • Block Printing, Over Lock & Button Making etc.
3	Infrastructure and Construction	<ul style="list-style-type: none"> • AutoCAD (2D/3D) • Mason • Carpenter • Plumber and Sanitary Installer • Quantity Surveyor • Steel fixer • Tiles Fixer • Shuttering Carpenter • Scaffolder worker • Civil Surveyor • Civil Draughtsman (01 Year) • Construction Material Testing etc.
4	Paramedical and Allied Health Courses	<ul style="list-style-type: none"> • Lady Health Visitor • Health Technician • Dental Technician • Radiology Technician • Anesthesia Technician • Laboratory Technician • Pharmacy Technician • Physiotherapy Technician • Pulmonology Technician • Surgical Technician • Cardiology Technician • Pathology Technician • Dialysis Technician etc.
5	Tourism & Hospitality Management	<ul style="list-style-type: none"> • Hospitality Management • Food and Beverage Management • Professional Baking • Professional Chef • Front Desk • Tour Guide • Professional Cookery etc.
6	Agriculture & Livestock	<ul style="list-style-type: none"> • Pre- and post-harvest • Grading, packing and sorting • Livestock Management • Modern Farming • Honey Bee Farming (API Culture) • Poultry Management • Domestic Pests Management

		<ul style="list-style-type: none"> • Seed Production and Management • Fish Farming • Animal Nutrition and Feed • Animal epidemic Prevention and Quarantine etc.
7	Services & Light Engineering	<ul style="list-style-type: none"> • Auto-Mechanic • Beauty Therapy • Motorcycle Mechanic • Auto-Electrician • Commercial Electrician • Custom / Tax Clearing Agent • Solar PV Installation • Welder • Refrigeration and Air Conditioning • Aluminum Fabricators • Programmable Logic Control (PLC) • CNC • Chinese Language etc.
8	IT & Telecom	<ul style="list-style-type: none"> • Computer Operator • Graphic Designing • AutoCAD (2D/3D) • Free Lancing • E-Commerce • Stenography • CCTV Cameras Installation • Peach Tree • Quick Book • Basic Networking • Social Media Marketing • Digital Media Course etc.

3. Target Areas:

The trainees will be selected from the following Districts/Sub-division of merged areas as per their allocated seats mentioned against each under the Accelerated Skills Development Program (ASDP).

S.No	Name of District/FR	Allocated seats
1	Khyber	1085
2	North Waziristan	598

3	South Waziristan	748
4	Orakzai	280
5	Bajuar	1203
6	Kurram	680
7	Mohmand	513
8	Sub-Division Kohat	130
9	Sub-Division Peshawar	70
10	Sub-Division Tank	40
11	Sub-Division DI Khan	75
12	Sub-Division Bannu	48
13	Sub-Division Lakki Marwat	30
		5500

S.No	Bidding documents/Description/ Presentation	Timelines
1	Last Date of Submission of technical and financial proposals	January 16, 2023 at 12:00 Hrs
2	Pre-bid meeting	January 10, 2023 at 11:00 A.M
3	Evaluation of technical proposals	10 days after opening of bids
4	Physical verification of training infrastructure by the concerned committee (If needed)	05 days
5	Declaration of qualified institutes/enterprises/firms	05 working days after Evaluation
6	Opening of financial proposals of technical qualified institutes/enterprises/firms	05 working days after evaluation
7	Negotiation and finalization of contract with eligible institutes/enterprises/firms	05 working days
8	Award of contract	02 working days
9	Placing of selected trainees for training in the relevant occupations/trades as per eligibility of the institutes/enterprises/ firms	10 working days after award of contract
10	Monitoring of the training activities by the monitoring team	Continue till course completion
11	Final trade testing by the examining bodies	At the end of each course
12	Certificate awarding	On completion of final trade Testing

4. General Requirements for training institutes/enterprises/firms interested for participation:

- The service providers/training institute/enterprises must be registered/ affiliated/ accredited with any Federal or Provincial Technical Education & Vocational Training Authority (TEVTA) or National Training Bureau (NTB) or National Vocational Technical Training Commission (NAVTTTC) or Board of Technical Education (BTE) or Trade Testing Board (TTB) or HEC recognize University.

- The service providers/training institute/enterprises should have minimum of three years' experience in conducting similar assignments having documentary proof of assignments clients name, duration and cost of the assignment.
- The service providers/training institute/enterprises must be registered with relevant revenue authorities.
- The service providers/training institute/enterprises should not be blacklisted by any Govt office, for which an affidavit on stamp paper, duly signed will be attached with RFP.
- Should be financially sound and shall have in its current offices/institutes all necessary training infrastructure.
- The rate per trainee quoted in financial proposal has validity till completion of training process.

5. REQUIRED INFORMATION FOR SELECTION OF TRAINING INSTITUTE/ENTERPRISES/FIRMS:

0 2	Details of Affiliation with Examining / Certification Body/ Board:						
	<ul style="list-style-type: none"> ● Name of Affiliating Body: ● Affiliation Date (since): _____ to ● Detail of Affiliated Programs 						
	S r #	Name of Cours e	Durati on	Offere d since	Approv ed Capacit y	No. Of Batc hes Graduat ed	Affiliat ed (YES/N O)
0 3	Detail of Institutional Campus (<i>Please attach separate sheets</i>)						
	<ul style="list-style-type: none"> ● Detail of Classrooms (Number, Space, Furniture) ● Detail of Labs / Workshops for each technology including 						
	S#	information about major Name each Lab/trade	equipment and Qualification	training consumables Designation	Date of Employment		
	1	● Detail of Library & Books.					
2	● Detail of Hostel, Playgrounds etc (if any)						

0 4	Detail of Permanent Faculty:	
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Detail of Visiting Faculty:				
S#	Name	Qualification	Designation	Date of Employment
1				
2				
Detail of Non-Teaching Staff:				
S #	Name	Qualification	Designation	Date of Employment
1				
2				

Note: The service/training providers/enterprises/firms must provide an affidavit to the extent that the given information is correct. In case of any misleading and incorrect information on the basis of which the service/training providers/enterprises/firms became eligible shall lead to disqualification as per KPPRA Rules identified during the physical verification.