

REQUEST FOR PROPOSAL

FOR

**PROVISION OF SECURITY GUARD SERVICES UNDER THE
FRAMEWORK CONTRACT**



Tender Reference Number: KPITB/22/IFB/064
Last Date/Time for Submission: January 17, 2023 at 02:00 PM
Bid Opening Date/Time: January 17, 2023 at 02:30 PM

KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD- KPITB
GOVERNMENT OF KHYBER PAKHTUNKHWA

Plot # 134-136, Industrial Estate, Hayatabad, Peshawar, KPK, Pakistan. Tel: 091-5891516

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LETTER OF INVITATION

Invitation/File No: KPITB/22/RFP/064

Location: Plot # 134-136, Industrial Estate, Hayatabad Peshawar,

Dear Sir/Madam.:

1. The *Khyber Pakhtunkhwa Information Technology Board- KPITB* (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services under **framework contract for a period of one year:**

Provision of Security Guard Services

More details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) is for all experienced & eligible firms.
3. A firm will be selected under Single Stage One Envelope procedures described in this RFP and TORs, in accordance with the KPPRA Rules 2014.
4. The RFP includes the following documents:
 - Letter of Invitation
 - Terms of Reference
 - Instructions to Service providers (including Data Sheet)
 - Financial Proposal - Standard Forms
 - Conditions of Contract
5. Please inform us in writing at the following address: *134-136, Industrial Estate, Hayatabad, Peshawar.*

Yours sincerely

Assistant Director Procurement

Khyber Pakhtunkhwa Information Technology Board (KPITB)

Telephone # Tel: 091-5891516

E-mail: mohmand.imran@kpitb.gov.pk

DEFINITIONS

- a) “Procuring Entity (PE)” means Khyber Pakhtunkhwa Information Technology Board (KPITB).
- b) “Contract” means an agreement enforceable by law and includes Conditions of the contract.
- c) “Data Sheet” means such Part of the Instructions to Bidder that is used to reflect specific assignment conditions.
- d) “Day” means calendar day including holiday.
- e) “Government” means the Government of Khyber Pakhtunkhwa.
- f) “Proposal” means the Technical Proposal (if any) and the Financial Proposal.
- g) “RFP” means the Request for Proposal prepared by the procuring Entity for the selection of bidder.
- h) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring Entity and the bidder. Payment terms and exacted results and deliverables of the assignment.

1. INTRODUCTION

Khyber Pakhtunkhwa Information Technology Board (hereinafter referred as 'the Procuring Entity (PE)'), Government of Khyber Pakhtunkhwa invites sealed bids from income tax and sales tax registered security guard companies (hereinafter referred as 'Bidder'), for provision of Security Guard Services in Khyber Pakhtunkhwa under the framework contract.

2. SCOPE OF SERVICES

2.1. TERMS OF REFERENCE (TOR's) FOR SERVICE PROVIDERS

- a. KPITB intends to hire security guard services from registered and eligible security companies for Khyber Pakhtunkhwa under framework agreement as the number of guards may increase or decrease from time to time on need basis as deemed necessary.
- b. Guard Standard:
 - i Retd Armed Forces Guard.
 - ii Education: atleast 8th to 10th
 - iii Experience: Preferably 04 to 05 years of relevant working experience with Government/ Semi- Government/ Bank or Private Sector.
 - iv Age: Guards should be 30-50 years of age
- c. The Security Companies shall provide 24/7/365 security. In case of guard's absence, the company would be bound to provide immediate replacement from reserved staff.
- d. Documentation:

The selected company will provide complete files of every guard that should contain NADRA Verified copy of CNIC, Educational Certificate (preferably Middle to Matric), experience certificate 2 Photographs, Police clearance/Character certificate and discharge book.
- e. Guards will remain vigilant and attentive, and exhibit professionalism while on duty. They will report all abnormalities to KPITB office.
- f. Each guard will be responsible for ensuring that the post/site is never unmanned. A guard will not exceed his normal working hours as per contract.
- g. In case of an emergency, the security company must have adequate available resources and bound to provide back up on demand at desired location(s).
- h. Payments will be made on a monthly basis against the services provided to the company based on approved invoices.
- i. Proper Training classes about Discipline, Weapon Handling and guest courtesy will be held by the company after 6 months.
- j. The Security Company shall deploy only such guards who are physically & medically fit, have adequate training of guarding services and such trainings are refreshed at periodic intervals.
- k. Company will be fully responsible in case of misconduct caused by the security personnel.
- l. The Security Company will be responsible to get each guard medically examined by a registered medical practitioner. The company shall also ensure that character certificates of each guard have been verified.
- m. Weapons and Accessories:

Uniform, Shoes, Rain Coat, Whistle, Torch for Night Guard, Automatic/ semi-automatic Weapon with 2 Magazines, 30 Rounds each Magazine/ 12 Bore (Pump Action) with 10 Rounds. The Security Company shall be responsible for their weapons safety at duty place.
- n. Any other scientific solution for enhancing security measures would be considered as an edge.
- o. Daily attendance will be marked in the register at the point. Daily attendance sheet shall be verified by Supervisor / Security In charge (if any) & KPITB.

- p. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Company under all circumstances subject to the completion of all legal proceedings as required by law.
- q. The total contract period of the framework agreement shall be for one (01) year which may be extendable for subsequent years on satisfactory performance. 10% increase in rates will be admissible if agreement is extended for next year.
- r. The company will be responsible to introduce a guard to the person in-charge of KPITB before deployment as a substitute.
- s. The service Provider shall provide the list of reserve staff out of which replacement of removed/ absence/ left guards would be made done.
- t. Guards in every Shift will come 15 minutes prior to the start of the shift.
- u. The rates offered by the company shall be inclusive of overtime charges of Security Guard and cost for uniform with shoes, Raincoat, Whistle, Torch for night guard, appropriate equipment, licensed weapons required for successful provision of required service and all direct and indirect applicable taxes and duties.
- v. Selected Company shall ensure to pay deployed security guards at least the minimum wage pay as per prevailing labor laws.

2.2. ELIGIBILITY CRITERIA

- a) Proof of Certificate of Incorporation or Registration with SECP.
- b) The bidder should be registered with relevant Tax authorities FBR and KPRA and should be on active tax payers list of both the Authorities.
- c) Valid License from Ministry of Interior/Home Department Khyber Pakhtunkhwa.
- d) Affidavit on stamp paper that the Firm/agency has never been blacklisted/debarred by any Government, Semi Government and Autonomous body.
- e) Proof of EOBI Registration of the company.
- f) Proof of Social Security registration of the company.
- g) Proof of Life Insurance policy of the employees.
- h) Five Work Orders/Agreements of similar Nature work with Government/Semi Government department, Multinational Companies.
- i) The Bidder shall furnish a (refundable) bid Security of PKR: 50,000/- in shape of Call Deposit Receipt in favor of KPITB. The bid security of the successful bidder shall be retained as a performance guarantee for the contract period.
- j) Joint venture is not desirable.
- k) Local Office in Peshawar is mandatory.
- l) The Procuring Entity reserve the right to inspect and verify the lowest qualified bidder Regional Office in KP and other related requirements before final selection. The inspection report shall supersede the evaluation carryout on the basis of documents submitted. In case of non-satisfactory physical verification of bidder's office, next qualified bidder will be selected with the same due diligence process

2.3. TIME LINES:

Bids submission deadline: January 17, 2023 at 02:00 PM

Opening of Bids: January 17, 2023 at 02:30 PM

2.4. CONTRACTING

The selected bidder shall sign and submit Contract, as per draft to be provided by KPITB, within **seven days** of issuance of Letter of Acceptance.

2.5. DELIVERY / COMPLETION TIME

KPITB requires the services for the period of one (01) year under framework contract extendable for subsequent years on satisfactory performance upon mutual consent of both the parties. 10% increase in rates will be admissible if agreement is extended for next year.

3. INSTRUCTIONS TO THE BIDDERS

3.1 GENERAL INSTRUCTIONS:

- a. For this tender, Single Stage One Envelope based bidding procedure will be followed for evaluation.
- b. It shall be imperative for each Bidder to familiarize itself with the prevailing socio-economic, political, and legal situation for the execution of contract. KPITB may not be able to entertain any such requests for clarification from the Bidder regarding such aspects. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process shall be entertained by the KPITB. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- c. The Bidder shall deem to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.
- d. It shall be clearly understood that the terms & conditions are intended to be strictly enforced. No escalation of cost shall be permitted throughout the period of completion of the contract, except in case of changes in TOR to meet the requirements on ground.
- e. The Bidder shall be fully and completely responsible to provide services to the KPITB.

3.2 LANGUAGE OF THE BID:

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy shall be rejected.

3.3 BID CURRENCY:

The total bid value shall be considered in PKR only.

3.4 CLARIFICATIONS AND AMENDMENTS:

- a. A prospective Bidder requiring any clarification in this Bid Solicitation Document shall notify the KPITB by letter or by email, no later than three working days prior to the deadline for the submission of bids prescribed in this bid document.

- b. Clarifications and amendments (if any) so made shall be reflected in the Bid Solicitation Document and shall be notified on the KPITB website. The Bidder shall periodically check the KPITB & KPPRA website for the amendments or corrigendum or any other information. The KPITB shall not make any individual communication and shall not be responsible for any ignorance pleaded by the Bidders.
- c. KPITB shall not be responsible for any misinterpretation of the provisions of this document or on account of the Bidders failure to update the Bid Solicitation Document based on changes/ modifications announced through the website.

3.5 FORCE MAJEURE:

- a) Subject to sub clause (c), in a Force Majeure situation which directly and materially hinders/ hampers the Selected Bidder's ability to perform its obligations under the Contract, the Parties will be excused from performance of their respective obligations under the Contract until the existence/ persistence of the Force Majeure Event.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.
- c) If a Force Majeure situation arises, the selected bidder shall promptly notify the KPITB in writing of such condition and the cause thereof. Unless otherwise directed by the KPITB in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If a Force Majeure Event persists for more than three (03) months from the date of the notice under sub clause (c) above, the Selected Bidder may apply to the KPITB seeking termination of the Contract. If the KPITB agrees, the Contract may be terminated.
- e) If a Force Majeure Event persists for more than three (03) months from the date of the notice under the sub clause (c) above, KPITB may at its own absolute discretion terminate the Contract.
- f) In the event of termination under clause (d) or (e), the Selected Bidder shall be entitled to receive such part of the Contract Price as pertains to the Services which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the Selected Bidder regarding delivery of Services as required under the contract which cannot be completed, the KPITB shall be entitled to demand additional sum for such Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which KPITB may have under the Contract or under the relevant laws.

3.6 DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION:

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

If a bidder is not satisfied with the decision of the committee, he may take recourse to the KPPRA. The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties

4. **BID COST**

4.1 **COST OF BID:**

The Bidders shall bear all costs associated with the preparation and submission of their Bids. The KPITB shall not be responsible or liable to pay/bear any costs associated with the preparation and submission of bids, incurred regardless of the conduct and/ or outcome of the Bidding Process.

4.2 **BID SECURITY:**

- a) Bid Security of **Rs. 50,000/-** in the shape of a bank draft/pay order (from scheduled bank) shall be drawn in favor of Khyber Pakhtunkhwa Information Technology Board. Bid Security shall be kept sealed in the financial proposal.
- b) The Bid Security of the unsuccessful Bidders shall be refunded after signing of the contract/issuance of Purchase order to the successful bidder(s).
- c) The Bid Security amount held by the KPITB till it is refunded to the unsuccessful Bidders shall not earn any interest thereof.
- d) Subject to the award of contract, the Bid Security of the successful bidder shall be retained as a performance guarantee for the contract period.
- e) The performance bank guarantee shall be valid for one year or for a period of execution of the contract.
- f) The Bid Security shall be forfeited by the KPITB, if the Bidder withdraws the Bid during the period of its validity specified in the Bid Solicitation Document or if the selected Bidder fails to sign the Contract.

5. **BID SUBMISSION REQUIREMENTS**

Bidders should examine all Instructions, Terms and Conditions as given in this Bid Solicitation Document. Failure to furnish information required in the Bid Solicitation Document or submission of Bids not substantially responsive or viable in any respect shall be at the Bidder's risk and shall result in rejection of the Bid.

The bidders should submit a single package clearly marking the "**Bid for Security Guard Services**" containing the profile of the bidder with all the relevant documents as required in the Eligibility criteria.

5.1 **DETAILS TO BE FURNISHED IN THE PROPOSAL**

The Proposal shall be submitted according to the criteria as given in this Bid Solicitation Document, and shall be signed and stamped in all pages. The KPITB shall not be responsible for the errors committed in the Bids by the Bidders.

- a) The blank Bid Solicitation Document in full shall be printed and signed by the authorized person and stamped in all pages and shall be submitted as a token of accepting the conditions.
- b) The supporting documents to prove Bidder's Eligibility shall be duly signed by the authorized person and stamped in all pages and shall be submitted.
- c) All the required documents according to this Bid Solicitation Document shall be enclosed in the Proposal. No documents shall be allowed to be supplemented/ exchanged after opening of the Bids, unless asked by KPITB for the purpose of clarifications.

- d) All the Price items as asked in the Bid Solicitation Document should be filled in the Financial Proposal format given in this Bid Solicitation Document. The price quoted shall be in Pak Rupees. The Bid shall be liable for rejection if Financial Proposal contains conditional offers or partial offers.
- e) The price quoted by the Bidder shall include cost and expenses on all counts, tools/ techniques/ methodologies, manpower, supervision, administration, overheads etc.
- f) The price quoted by the Bidder shall be kept firm and unchanged for a period specified in this Bid Solicitation Document from the date of opening of the Bids. The Bidder shall keep the price unchanged during the period of Contract including during the period of extension of time, if any. The Bidders shall particularly take note of this factor before submitting the Bids.
- g) Price quoted by the bidders shall be inclusive of all taxes.
- h) Sign and stamped annexure-I & II printed on company letter head or judicial stamp paper.

5.2 OUTER ENVELOPE:

Under single stage one envelopes process; all interested bidders are requested to submit their **technical and financial bid** in a **single sealed package/envelope** marked as “**Bid for Security Guard Services**”.

5.3 MODE OF SUBMISSION OF BIDS:

- a) The Bids shall be dropped at the KPITB Head Office (plot # 134, Industrial Estate, Hayatabad, Peshawar) on the due date and time and acknowledgement thereof should be obtained otherwise no claim of the submission of the Bid shall be entertained.
- b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidder shall use courier service or registered post which provides tracking facility, and ensure that the Bid reaches on the given address on the due date and time. However, KPITB shall not be liable or responsible for any postal delay or any other delay or damage/ loss etc. whatsoever.
- c) The Bids received after due date and time or unsealed or incomplete or submitted by Facsimiles (Fax) or email shall be rejected.
- d) Bids delivered by hand to KPITB office must be registered at reception. Unregistered bids will not be considered for further processing.

5.4 MODIFICATION AND WITHDRAWAL OF BIDS:

- a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 5.2 & 5.3 of this document, by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- c) No bid may be modified after the deadline for submission of bids.
- d) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

6. BID OPENING AND SELECTION PROCEDURE

6.1 BID OPENING:

The Bid's envelope shall be opened by the KPITB on the date and time as specified in this solicitation document or any other date announced as corrigendum by KPITB. The Bids shall be opened in the presence of the Bidders who choose to be present.

6.2 BID VALIDITY:

- a) Bids submitted shall remain valid for a period of 90 days from the date of opening of the Bids. If the Bid validity is less than 90 days, the Bid shall be rejected as non-responsive. The selected Bidder shall extend the Bid validity till the completion of the evaluation process.

6.3 INITIAL SCRUTINY:

Initial Bid scrutiny shall be held and the Bids shall be treated as non-responsive, if:

- a) Bid is not submitted as specified in in eligibility criteria and Clause 5 above of the Bid Solicitation Document.
- b) Bid with incomplete information, subjective, conditional offers and partial offers.
- c) Bid submitted without supporting documents to prove eligibility criteria.
- d) Bid not complying with any of the clauses stipulated in the Bid Solicitation Document.
- e) Bid with less validity period.
- f) Bid without Bid Submission Form(s) as required in the Bid Solicitation Document.
- g) Bid smacks of corrupt, fraudulent and collusive practices of the Bidder.
- h) And other mandatory conditions prescribed in this Bid Solicitation Document.

All responsive bids shall be considered for further evaluation. The decision of the competent authority communicated by the KPITB shall be final in this regard.

6.4 AWARD OF TENDER

For the purpose of award of tender, the Best Evaluated Bid amongst qualified bidders shall be accepted for the award of tender.

6.5 CLARIFICATIONS BY THE KPITB:

When deemed necessary, the KPITB may seek bonafide clarifications on any aspect from the Bidder. However, that shall not entitle the Bidder to change or cause any change in the substance of the Bid or quoted price. During the course of evaluation, the KPITB may seek additional information or historical documents for verification to facilitate decision making. In case, the Bidder fails to comply with the requirements of the KPITB as stated above, such Bids may at the discretion of the KPITB be rejected as non-responsive.

7. TERMS OF PAYMENT

- a) Payment shall be made by KPITB on successful completion of services on monthly basis as per contract.
- b) No payment shall be made in advance to the selected service provider as mobilization advance.
- c) If the quality of service is not as per the TOR/Scope of Services mentioned in this bid document and approved by the KPITB committee, KPITB has the right to cancel the Contract. Upon cancellation of the contract, KPITB may award the contract to the second ranked bidder with the consent of the committee.

8. LIQUIDATED DAMAGES

KPITB reserves the right to impose a penalty, at the rate of 0.5% per week not exceeding 10% of the total amount of the contract.

9. GENERAL TERMS AND CONDITIONS

Following general terms & conditions shall apply: -

- a) The bidder shall be registered with FBR and KPRA.
- b) An affidavit to the effect that the firm has not been blacklisted by any Government/ semi-Government/ Autonomous organization.
- c) Incomplete and conditional bids shall not be entertained.
- d) KPITB reserves the right to accept/ reject wholly or partially any tender while assigning reason(s) as per KPPRA Rules.
- e) Validity period of the bids shall be 90 days.
- f) Bids are liable to be rejected if they are not conforming to the terms, conditions and specifications stipulated in this BID SOLICITATION DOCUMENT.
- g) During the examination, evaluation and comparison of the bids, the KPITB, at its sole discretion, may ask the bidder for clarifications of its bid.
- h) If there is a discrepancy between unit price and total price in the submitted bid which is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totaling, that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected.
- i) KPITB reserves the right at the time of contract award to increase or decrease, the volume of services originally required without any change in unit price or other terms and conditions.
- j) For this tender all updates/ changes shall be communicated through email and also be posted on KPITB website.
- k) All the applicable taxes shall be deducted as per law.
- l) If after the award of contract or during the execution of contract any documents or statement or information found to be fake or misleading, KPITB will have the right terminate the contract and forfeit the performance guarantee and may blacklist the service provider.

10. CLARIFICATIONS

Queries regarding this BID SOLICITATION DOCUMENT shall be submitted in writing to:

**Assistant Director Procurement,
Khyber Pakhtunkhwa Information Technology Board.
E-mail: mohmand.imran@kpitb.gov.pk**

ANNEX-I PRICE SCHEDULE

Financial Bid Sheet					
Subject: Provision of Security Guard Services			Date:		
Supplier Name, Address & Contact Details:			Closing Date		
			NTN:		
			STRN/KPRA		
			Tel:		
			Fax:		
			Email:		
Quotation validity (in days):					
Delivery and installation Locations:			Initially at Haripur which may extend to other districts of KP.		
S No.	Item	Unit	Qty.	Unit Price Including Taxes and duties	Total Price including Taxes and duties
1	Armed Security Guards (Retired Armed forces personnel)	No	01		
2	Armed Guard Supervisor (Retired Armed forces personnel)	No.	01		
<p>Note: The quoted prices should be inclusive of cost of uniform with shoes, Raincoat, whistle, Torch for night guard and licensed weapons required for successful completion of guarding services. KPITB will pay lump sum charges per person per month.</p> <p>Under the framework contract, the number of security guard may increase or decrease as per need. The selected service provider shall ensure the provision of security guard as and when needed throughout the province of Khyber Pakhtunkhwa.</p>					

ANNEX-II: PROPOSAL SUBMISSION FORM

**Assistant Director (Procurement),
Khyber Pakhtunkhwa Information Technology Board,
134 Industrial Estate, Hayatabad, Peshawar, KPK, Pakistan.**

Sir,

We, the undersigned, offer to provide our service for “Provision of Security Guard Services”, in accordance with your Bid Solicitation Document, dated _____, and our Proposal. We are hereby submitting our Proposal, which includes the financial proposal sealed in envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals.

We confirm that all the information provided in our proposal are authentic, accurate and not fake.

We understand that the decision of evaluating committee shall be final and cannot be challenged on any ground at any forum and the evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address:

ANNEX-III: COMPLIANCE UNDERTAKING

COMPLIANCE CERTIFICATES/ COMPLIANCE UNDERTAKING

(To be filled by the bidder as part of proposal)

I, Name: _____ CNIC#: _____
Designation: _____ Company Name: _____ have gone through the
Terms/Conditions of this BID SOLICITATION DOCUMENT and have found the document in whole as
non-biased to any particular vendor or supplier. I hereby undertake and firmly bound myself to abide by/
comply all sections of this BID SOLICITATION DOCUMENT.

We remain,

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address:

GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions:

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

- (a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) “Procuring Entity PE” means the implementing department which signs the contract i.e. KPITB
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 and the Appendices.
- (d) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (g) “Government” means the Government of Khyber Pakhtunkhwa.
- (h) “Local Currency” means Pak Rupees.
- (i) “Party” means the PE or the Service Provider, as the case may be, and “Parties” means both of them.
- (j) “Services” means the services to be performed by the service provider pursuant to this Contract, as described in the Terms of References.
- (k) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this RFP or Contract.

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 this RFP.

1.5 Location

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

1.6 Authority of Member in Charge

In case the Bidder consists of a joint venture/ consortium/ association of more than one

individual firms, the Members hereby authorize the individual firms or specified in the RFP to act on their behalf in exercising all the Service provider's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

1.7 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Service provider may be taken or executed by the officials specified in the contract.

1.8 Taxes & Duties

The service provider and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the RFP and contract, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud & Corruption

If the PE determines that the 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 Service provider, terminate the Service provider's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the service provider, 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.

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 this RFP. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Service provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of one year and may be extended upon success completion and mutual consent of both the parties.

2.4 Modifications or Variations

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

2.5 Force Majeure

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

2.5.1 No Breach of Contract

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

2.5.2 Extension of Time

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

2.5.3 Payments

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

2.6 Termination

2.6.1 By the PE

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

- (a) If the service provider 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 service provider becomes insolvent or bankrupt.
- (c) If the service provider, 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 service provider(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 Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Service Provider

The Service Provider 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 service provider pursuant to this Contract without service provider fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the service provider that such Payment is overdue.
- (c) If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

2.6.3 Payment Upon Termination

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

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

3. OBLIGATION OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance

The service provider 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 service provider 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-Service providers or third parties.

3.2 Conflict of Interests

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

3.3.1 Service providers not to Benefit from Commissions, Discounts, etc.

The Payment of the service provider pursuant to Clause GC 6 shall constitute the service provider only Payment in connection with this Contract or the Services, and the Service provider 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 service provider shall use their best efforts to ensure that the Personnel, any Sub-Service providers, and agents of either of them similarly shall not receive any such additional Payment.

3.3.2 Prohibition of Conflicting Activities

The service provider agrees that, during the term of this Contract and after its termination, the Service provider and any entity affiliated with the Service provider, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service provider's Services for the preparation or implementation of the project.

3.3.3 Prohibition of Conflicting Activities

The Service provider shall not engage, and shall cause their Personnel as well as their Sub-Service providers and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, the Service provider 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 Service provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Service provider's Actions Requiring PE's Prior Approval

The Service provider shall obtain the PE's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not listed, and
- (b) any other action that may be specified in this RFP.

3.5 Reporting Obligations

- (a) The Service provider shall submit to the PE the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR.
- (b) Final reports shall be delivered in USB/CD ROM in addition to the hard copies specified in said TOR.

3.6 Documents Prepared by the Service provider to be the Property of the PE

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service provider under this Contract shall become and remain the property of the PE, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

3.7 Accounting, Inspection and Auditing

- 3.7.1 The Service provider shall keep, and shall cause its Sub-service providers 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.
- 3.7.2 The Service provider shall Permit, and shall cause its Sub-service providers 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 Service provider's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

3.8 Professional liability of service provider

- 3.8.1 The service provider shall be liable for consequence of errors or omissions on its part. The extent of liability of the service provider in no case should be less than consideration of the contract.
- 3.8.2 The service provider shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services.
- 3.8.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to forfeit their performance security or deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both.

3.9 Monitoring and Evaluation

- 3.9.1 The Service provider shall submit the report along with the attendance to the KPITB. The PE shall monitor and evaluate and visit the service provider business place each month. The Service provider shall facilitate the PE for inspection of the relevant records and the service provider shall produce the relevant records

on demand of PE for evaluation.

- 3.9.2 If the service provider failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.

4. SERVICE PROVIDER PERSONNEL

4.1 Description of Personnel

The Service provider shall employ and provide such qualified and Personnel experienced Personnell and Sub-Service providers 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 Service provider's Key Personnel are described in Section 3 & TOR. The Key Personnel and Sub-Service providers listed by title as well as by name in proposal are hereby approved by the PE.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service provider 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 Service provider 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 Service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

The PE shall use its best efforts to ensure that the Government shall provide the Service provider such assistance and exemptions as possible.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.

5.3 Services and Facilities

The PE shall make available free of charge to the Service provider the possible Services and Facilities.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Lump-sum Payment

The total Payment due to the Service provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

6.2 Contract Price

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

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Service provider and according to the Payment schedule stated in the RFP.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

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