



Ministry of Human Rights

BIDDING DOCUMENTS/REQUEST FOR PROPOSALS

For

**Hiring the Consultancy Services for
Conducting Feasibility Study for Establishment of
Sub-Directorate of Human Rights in newly merged
districts of KPK**

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- Instructions to Bidders (ITB)
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Ministry of Human Rights

Request for Expression of Interest (EOI)

The Ministry of Human Rights, Government of Pakistan invites sealed bids from the well-reputed Consultants / National Consultancy Firms registered with Income and Sales Tax Department to conduct feasibility study for “Establishment of Sub-Directorate of Human Rights in Newly Merged Areas of KPK”.

2. Bidding documents/RFP, containing details, terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders in the office of Director, Development Wing, Ministry of Human Rights free of cost. Bid documents/RFP can also be downloaded from <http://www.mohr.gov.pk>. Method of selection will be followed under Rules 3-C i.e. Least Cost Method of Procurement of Consultancy Services Regulations, 2010 for Public Procurement Authority on single stage two Envelope procedure of PPRA Rules.

3. The Bids prepared in accordance with the instructions in the bidding documents/RFP must reach at office of the Director (Development), Ministry of Human Rights, 9th Floor, New Pak Secretariat (Kohsar Block), Constitutional Avenue, Islamabad by 02:30 hrs. on 15th January, 2021 which will be opened on the same day in the office of the Director, Development Wing at 03:30 hrs. This advertisement is available at <http://www.mohr.gov.pk> as well as <http://www.ppra.org.pk>.

4. The Competent Authority will accept or reject any or all tenders as per PPRA Rules, 2004, and Procurement of Consultancy Services Regulations, 2010.

Nishat Noor Elahi
Director, Development Wing,
Ministry of Human Rights
051-9212016

Part One - Section I.
Instructions to Bidders

Instructions to Bidders

A. Introduction

- | | |
|---|---|
| 1. Name of Procuring and address | 1.1 Ministry of Human Rights, 9 th Floor, New Pak Secretariat (Kohsar Block), Constitutional Avenue, Islamabad. |
| 2. Eligible Bidders | 2.1 Active Tax Payers.

2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB <u>Clause 31.1</u> . |
| 3. Cost of Bidding | 3.1 The Bidder, hereinafter referred to as “the Consultant / Consultancy Firm,” shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency (Ministry of Human Rights) named in the Bid Data Sheet, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. The Bidding Documents

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| 4. Content of Bidding Documents | 4.1 The Services required, bidding procedures, and contract terms and conditions are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
(i) Instructions for bidders,
(ii) Big datasheet
(iii) Technical requirements
(iv) Evaluation Criteria
(v) Bid Form
(vi) Draft Contract Agreement

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid. |
| 5. Clarification of Bidding Documents | 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Ministry of Human Rights in writing at the Ministry’s address indicated in Bid Data Sheet (BDS). The Ministry will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the procuring agency (Ministry of Human Rights) response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the Procuring Agency (Ministry of Human Rights). |
| 6. Amendment of Bidding Documents | 6.1 At any time prior to the deadline for submission of bids, the Ministry, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the |

bidding documents by amendment, without substantially changing nature of procurement.

- 6.2 All bidders that have taken the bidding documents, from the Ministry, will be notified of the amendment in writing which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Ministry of Human Rights, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

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|--|--|
| 7. Language of Bid | 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Ministry of Human Rights shall be written in the language specified in the Bid Data Sheet. |
| 8. Documents Comprising the Bid | 8.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, and 10; and

(b) Bid security furnished in accordance with ITB Clause 13. |
| 9. Bid Form | 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services offered. |
| 10. Bid Prices | 10.1 The Bidder shall indicate on the appropriate Price Schedule for the services (where applicable) and total bid price of the services it proposes to offer under the contract.

10.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected two or more prices for a single item will be treated as non-responsive. |
| 11. Bid Currencies | 11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 12. Documents Establishing Bidder's Eligibility and Qualification | 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Ministry of Human Rights' satisfaction: |

- (a) the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 13. Bid Security**
- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 13.2 The bid security is required to protect the Procuring Agency (Ministry of Human Rights) against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) irrevocable en-cashable call-deposit/bank draft/pay order in name of the Procuring Agency (Ministry of Human Rights) given under ITB clause 13.1 of Bid Data Sheet.
- 13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 of the BDS will be rejected by the Procuring Agency (Ministry of Human Rights) as nonresponsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency (Ministry of Human Rights) pursuant to ITB Clause 14.
- 13.6 The successful Bidder's bid security will be discharged upon the Bidder's successful submission of report duly acceptable by Ministry of Human Rights.
- 13.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 30.
- 14. Period of Validity of Bids**
- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Ministry of Human Rights, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Procuring Agency (Ministry of Human Rights) as nonresponsive.
- 14.2 In exceptional circumstances, the Ministry of Human Rights may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and
Signing of Bid**

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineation, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

D. Submission of Bids

**16. Sealing and
Marking of Bids**

- 16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Ministry of Human Rights at the address given in the Bid Data Sheet; and
 - (b) bear the name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Ministry of Human Rights will assume no responsibility for the bid's misplacement or premature opening.

**17. Deadline for
Submission of
Bids**

- 17.1 Bids must be received by the Ministry of Human Rights at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.
- 17.2 The Ministry of Human Rights may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Ministry of Human Rights and bidders

previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Ministry of Human Rights after the deadline for submission of bids prescribed by the Ministry of Human Rights pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 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 Ministry of Human Rights prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by Procuring Agency (Ministry of Human Rights)

20.1 The Ministry of Human Rights will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Ministry of Human Rights, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Ministry of Human Rights will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the Ministry of Human Rights may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Preliminary Examination

- 22.1 The Ministry of Human Rights will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 The Ministry of Human Rights may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Ministry of Human Rights will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring Agency (Ministry of Human Rights)'s determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Ministry of Human Rights and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

- 23.1 The Ministry of Human Rights will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Ministry of Human Rights' evaluation of a bid, further elaborated under Bid Data Sheet, will be based on Evaluation Criteria.

24. Contacting the Procuring Agency

- 24.1 Subject to ITB Clause 21, no Bidder shall contact the Ministry of Human Rights on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Ministry of Human Rights, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Ministry of Human Rights in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

25. Qualification

- 25.1 The Ministry of Human Rights will determine to its satisfaction whether the Bidder that is selected as having submitted the most

advantageous bid is qualified to perform the contract satisfactorily.

- 25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

26. Award Criteria

- 26.1 Subject to ITB Clause 28, the Ministry of Human Rights will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**27. Procuring
Agency's right to
Reject any or All
Bids**

- 27.1 The Ministry of Human Rights reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Ministry of Human Rights will inform the affected Bidder or bidders of the grounds for the Ministry of Human Rights' action, if so requested, but the Ministry of Human Rights shall not be required to justify the grounds.

**28. Notification of
Award**

- 28.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Ministry of Human Rights will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
- 29.3 The Ministry of Human Rights shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

**30. Signing of
Contract**

- 30.1 At the same time as the Ministry of Human Rights notifies the successful Bidder that its bid has been accepted, the Ministry of Human Rights will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Ministry of Human Rights.

**31. Corrupt or
Fraudulent
Practices**

- 31.1 The Ministry of Human Rights observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Ministry of Human Rights:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agency (MoHR); or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or

after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency (MoHR) of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a Consultant / Consultancy Firm ineligible, either indefinitely or for a stated period of time, to be awarded a PPRA financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a PPRA financed contract.

Section II.
Bid Data Sheet

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. The Bidding Document		
ITB 7.1	Language of the Bid	English

B. Preparation of Bids		
ITB 10.2	The price quoted shall be	Pak Rupees i.e. inclusive of all applicable taxes & transportation charges.
ITB 12.2 (a)	Qualification requirements.	<p>a. Master Degree in Development Studies, Human Rights, Sociology, Anthropology, Social Work, Gender Studies, or equivalent.</p> <p>b. Must have at experience of five years in technical and financial feasibility studies, particularly in the field of human right and social welfare.</p> <p>c. Must be fluent in English, Urdu, and Pashto. Interested individuals/ firms must provide resume of their members. Evaluation Criteria is attached.</p>
ITB 13.1	Amount of bid security	2 % of the total quoted bid price.
ITB 13.3	Form of Bid Security	<p>(i) The tenders found deficient of the amount as bid security compared to total bid price will not be considered.</p> <p>(ii) No personal cheques will be acceptable at any cost.</p> <p>(iii) The previous bid security will not be considered or carried forward.</p>
ITB 14.1	Bid validity period.	Bid should remain valid for 60 days from the closing date.
ITB 15.1	Number of copies.	One original & One additional Copy.

C. Submission of Bids		
ITB 17.1	Address for bid submission.	Office of the Director, Development Wing, Ministry of Human Rights, 9 th Floor, New Pak Secretariat (Kohsar Block), Constitutional Avenue, Islamabad. Ph: 051-9212016
ITB 17.1	Deadline for bid submission.	15 th January, 2021 at 02:30 hrs.

D. Opening and Evaluation of Bids		
ITB 20.1	Time, date, and place for bid opening.	15 th January, 2021 at 03:30 hrs. Office of the Director, Development Wing, Ministry of Human Rights, 9 th Floor, New Pak Secretariat (Kohsar Block), Constitutional Avenue, Islamabad. Ph: 051-9212016
ITB 23.2	Criteria for bid evaluation.	(i) 'Least Cost Method' as mentioned in Procurement of Consultancy Services, 2010.

Section III.

Technical Requirements

SCOPE OF WORK/TERMS OF REFERENCE

1. INTRODUCTION:

- 1.1. The Ministry of Human Rights is mandated to monitor human rights situation in the country. Fulfilling its mandate, the Ministry of Human Rights has already established its Regional Offices in each province to effectively monitor the human rights issues in Pakistan.
- 1.2. The Government of Pakistan has merged the Federally Administered Tribal Areas (FATA) into Khyber Pakhtunkhwa through 25th Constitutional Amendment in 2018. Earlier, the erstwhile FATA was constitutionally treated as special areas, which were administered by the Federal Government under the FCR. It consisted of seven tribal agencies, i.e. Bajaur, Mohmand, Khyber, Orakzai, Kuram, North and South Waziristan.
- 1.3. Extending the services to the people of these areas, the Ministry of Human Rights has planned to institutionalize the human rights in such areas through establishment of its sub-directorate in the newly merged areas.
- 1.4. In this regard, the Ministry of Human Rights intends to hire a Consultant / Consultancy Firm to carryout feasibility study for assessing the viability for establishment of Sub-Directorate of Human Rights in Newly merged districts of KPK with respect to financial, legal and environmental aspects.

2. TASKS:

- 2.1. The following tasks will be required to be performed by the Consultant / Consultancy Firm: -
 - 2.1.1. Preparation of feasibility study for establishment of sub-Directorate of Human Rights in newly merged districts of KP. The essential elements of the said study will include:
 - 2.1.1.1. Assessment of the implementation of national laws and international human rights conventions in merged districts.
 - 2.1.1.2. Assess environmental and cultural best practices of such areas for proposing human rights interventions.
 - 2.1.1.3. Identify socio-economic and key human rights issues and propose their local, national and international solutions.
 - 2.1.1.4. Identify appropriate location for establishment of sub-directorate keeping in view the geographical coverage and security challenges in the areas.

- 2.1.1.5. Stakeholders analysis and identify local, provincial implementing partners and relevant project stakeholders including government and non-government organizations to effectively implement the project.
- 2.1.1.6. Identify target groups, number of expected beneficiaries, and structure of the project and implementation strategy.
- 2.1.1.7. Detailed problem analysis, potential challenges, risk assessment and solutions to overcome them.
- 2.1.1.8. Design objectives of the project, indicators, input, output, targeted impact and outcome of the project and project sustainability and efficacy in the areas.
- 2.1.1.9. Assessment of the required human and financial resources, develop project deliverables, detailed workplan, and implementation schedule.
- 2.1.1.10. Any other, if deem necessary.

3. **DELIVERABLES:**

- 3.1 Comprehensive assessment of implementation of national laws and international human rights conventions in merged districts of KP;
- 3.2 Consultations with relevant stakeholders for stakeholders analysis, identification of local and provincial relevant partners;
- 3.3 Interviews/ Focus Group Discussions with relevant stakeholders to conduct detailed problem analysis, identification of potential challenges, risk assessment and proposed practical solutions;
- 3.4 Analysis of the project location in context of Geographical coverage and security challenges;
- 3.5 Identification of target groups, number of beneficiaries etc through primary and secondary data source (desk review of existing literature & personal visits of the areas, meetings with potential groups, interviews of the local leaders, etc);
- 3.6 Assessment of Project viability in terms of environment and cultural context
- 3.7 State the project rationale, define project objectives, indicators, input, output, targeted impact and outcome of the project and propose strategy for project sustainability and efficacy in the areas.
- 3.8 Provide human resource requirement, design project deliverables, workplan, strategy to optimize project outcomes, solutions to project risks, and implementation schedule.

3.9 Provision of comprehensive project financial analysis to ensure smooth flow of budgetary needs.

4. **PERFORMANCE GUARANTEE:**

- 4.1. The Consultant / Consultancy Firm will submit a bid bond/ performance guarantee of 5% of the agreed cost in favour of Ministry of Human Rights at the time of signing of contract, valid for additional 3 months beyond completion date and which shall be released within 60 days of successful completion of assignment i.e. acceptance of final report.
- 4.2. No bid bond/ performance guarantee is required at the time of bid submission.

5. **SCHEDULE OF PAYMENT:**

S. NO	DESCRIPTION	SCHEDULE OF PAYMENT
1.	Mobilization Advance	20%
2.	Submission of 1 st Draft of Feasibility Study	40%
3.	Completion of the feasibility study after approval of the Secretary, Ministry of Human Rights on satisfactory performance.	40%

6. **QUALIFICATION OF THE CONSULTANT / CONSULTANCY FIRM(S):**

- 6.1. The Consultant / Firm should have or a Consultant / Firm should comprise of personnel having:
- a. Master Degree in Development Studies, Human Rights, Sociology, Anthropology, Social Work, Gender Studies, or equivalent.
 - b. Must have at experience of five years in technical and financial feasibility studies, particularly in the field of human right and social welfare.
 - c. Must be fluent in English, Urdu, and Pashto. Interested individuals/ firms must provide resume of their members. Evaluation Criteria is attached.

7. **TERM/DURATION OF ASSIGNMENT:**

- 7.1. The assignment "Feasibility Study for Establishment of Sub-Directorate of Human Rights in newly merged areas of KP" shall be completed within 4 months (3 months i.e. February, March & April, 2021 for submission of 1st report as on or before 30th

April, 2021 & 1 month i.e. May, 2021 for submission of final report) as on or before 31st May, 2021. The extension of Duration may be considered by the Ministry of Human Rights on the request of the Consultant / Consultancy Firm in exceptional circumstances only.

8. **PROPRIETARY RIGHTS:**

8.1. All documents prepared by the Consultant / Consultancy Firm shall become and remain the sole property of the Ministry of Human Rights. Consultant / Consultancy Firm shall not, during the term of contract or after expiration, disclose any proprietary or confidential information relating to the services, or the Ministry's business or operations.

9. **PROFESSIONAL LIABILITY OF THE CONSULTANT / CONSULTANCY FIRM:**

9.1. Professional liability of the Consultant / Consultancy Firm shall be considered as per section 11 of the 'Procurement of Consultancy Services Regulations, 2010'.

10. **PROJECT CORESPONDENCE:**

10.1. All relevant correspondence and meetings will be convened in the office of Ms. Nishat Noor Elahi, Director (Development) for necessary coordination for the project. She can be reached at Ph. No. 051-9212016 or through email nishatnoorelahi@gmail.com.

Section IV

Evaluation Criteria

EVALUATION CRITERIA

EVALUATION CRITERIA FOR CONDUCTING THE FEASIBILITY STUDY FOR ESTABLISHMENT OF SUB-DIRECTORATE OF HUMAN RIGHTS IN NEWLY MERGED DISTRICTS OF KP

Sr. No.	Description	Points
1	Experience	30
1.1	Individual/ Consultancy Firm having 5 years' or more experience of technical, financial, feasibility studies (the more the experience of an individual/consultancy firm, the higher the score to be awarded upto 10). <i>Eg:- organization having 7 years' experience, will be awarded 7 score.</i>	10
1.2	Areas of expertise: Individual/firm should have experience and strong knowledge in carryout feasibility studies.	10
1.3	Individual/ Consultancy Firm have taken more than similar assignment in merged area, (More the assignments have taken by an individual/consultancy firm, the higher the score to be awarded upto 10). <i>Eg:- organization had taken 3 similar assignments in such areas, will be awarded 3 score.</i>	10
2	Strategy, approach & methodology	10
2.1	Interested Consultancy Firm/ Consultant shall submit a comprehensive approach, strategy or methodology alongwith workplan that shall be adopted to carryout feasibility study.	10
3	Personnel for the assignment on permanent basis having relevant experience	30
3.1	The Consultant / Consultancy Firm comprises of personnel having:	
3.2	Having Master Degree in Development Studies, Human Rights, Sociology, Anthropology, Social Work, Gender Studies, or equivalent.	10
3.3	Must be fluent in Pashto	10
3.4	Must be fluent in English	05
3.5	Must be fluent in Urdu	05
4	Price Breakdown	10
4.1	Consultant / Consultancy Firm provides price breakdown	10

Note: Minimum requirement for technical qualification shall be 60 points.

** The individual/ consultancy firm passing the technical score threshold shall then be treated equally and evaluated on the basis of cost only in accordance with 'Least Cost Method' under section 3, Procurement of Consultancy Services Regulations, 2010.*

**The Authority may call the interested Consultant / Consultancy firm to give a detailed presentation on their proposal.*

Section V
Bid Form

Bid Form

Date: _____
No: _____

To:

Director (Development),
Ministry of Human Rights,
Islamabad.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *the services* in conformity with the said bidding documents.

I/we undertake, if our Bid is accepted, to deliver the *services* in accordance with the delivery schedule specified in the Schedule of Requirements.

If my/our Bid is accepted, I/we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Ministry of Human Rights according to Clause 13.6 of Instructions to Bidders.

I/we also agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between me/us.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section VI

Contract of Agreement

Contract of Agreement

(Client)

Feasibility Study for Establishment of Sub-Directorate of Human Rights in newly merged areas of KPK

(Project Name)

AGREEMENT FOR CONSULTANCY SERVICES

(March) (2021)

(Name and address of the Consultant / Firm)

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AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ---- day of ----- (month), 200--.

between

----- (herein referred to as the “Client”) of the first part;

and

----- (herein referred to as “Consultant / Firm”), of the second part.

The Parties hereto agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant / Firm for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant / Firm as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Consultant / Consultancy Firm

- The Consultant/ Consultancy Firm Consul shall perform Services as an independent Consultant / Firm in accordance with recognized international standards, applicable laws and regulations.
- The Consultant / Consultancy Firm shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant / Firm for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant / Consultancy Firm.
- The Consultant / Consultancy Firm shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- The Consultant / Consultancy Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant / Consultancy Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant / Consultancy Firm shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Consultant / Consultancy Firm or sub-contractor to perform any part of the Services.
- The Consultant / Consultancy Firm agrees that no proprietary and confidential information received by the Consultant / Consultancy Firm from the Client shall be disclosed to a third party unless the Consultant / Consultancy Firm receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Consultant / Consultancy Firm:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant / Consultancy Firm for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully

cooperate with the Project Manager of the Consultant / Consultancy Firm.

- The Client shall take all necessary measures to make timely payments to the Consultant / Consultancy Firm as stipulated in Article 5, hereof.
- The Consultant / Consultancy Firm will submit a bid bond/ performance guarantee of 5% of the project cost in favour of Ministry of Human Rights at the time of signing of contract, valid for additional 3 months beyond completion date and which shall be released within 60 days of successful completion of assignment i.e. acceptance of final report.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant / Consultancy Firm and the mode of payment shall be as described in the attached Appendix-C.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant / Consultancy Firm to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. the Consultant / Consultancy Firm shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant / Firm, terminate this Agreement. All accounts between the Client and the Consultant / Consultancy Firm shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultant / Consultancy Firm

The Consultant / Consultancy Firm may suspend the Agreement by a written notice of thirty (30) days only if the Consultant / Consultancy Firm does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant / Consultancy Firm after thirty (30) days of notice of

suspension, the Consultant / Consultancy Firm may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant / Consultancy Firm under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant / Consultancy Firm.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Consultant/ Consultancy Firm -----

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF

Signed by: -----

Designation:-----

(Seal)

Witness:

Signed by:-----

APPENDIX A

THE PROJECT

&

SCOPE OF SERVICES

A-1 THE PROJECT titled “Feasibility Study for Establishment of Sub-Directorate of MoHR in Newly Merged Areas of KP”.

A-2 SCOPE OF SERVICES

Preparation of feasibility study to assess viability for establishment of “Sub-Directorate of Human Rights in Newly Merged Areas of KP” in terms of financial, technical, legal and environmental.

The following tasks will be required to be performed by the Consultant / Consultancy Firm (As referred in technical requirements of RFP): -

- Preparation of feasibility study for establishment of sub-Directorate of Human Rights in newly merged districts of KP. The essential elements of the said study will include:
- Assessment of the implementation of national laws and international human rights conventions in merged districts.
- Assess environmental and cultural best practices of such areas for proposing human rights interventions.
- Identify socio-economic and key human rights issues and propose their local, national and international solutions.
- Identify appropriate location for establishment of sub-directorate keeping in view the geographical coverage and security challenges in the areas.
- Stakeholders analysis and identify local, provincial implementing partners and relevant project stakeholders including government and non-government organizations to effectively implement the project.
- Identify target groups, number of expected beneficiaries, and structure of the project and implementation strategy.
- Detailed problem analysis, potential challenges, risk assessment and solutions to overcome them.
- Design objectives of the project, indicators, input, output, targeted impact and outcome of the project and project sustainability and efficacy in the areas.
- Assessment of the required human and financial resources, develop project deliverables, detailed workplan, and implementation schedule.

- Any other, if deem necessary.

A-3 DATA/DOCUMENTS/REPORTS

Copy of PC-II approved by DDWP in its meeting held 6th May, 2020 is provided to the Consultant/ Consultancy Firm.

APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services.

The Consultant / Consultancy Firm is required to complete the assignment from 1st February, 2021 to 31st May, 2021.

B-2 Time Schedule of Services

- The Consultant / Consultancy Firm shall prepare and submit 2 hard copies with soft copy of 1st draft of Feasibility Study on 30th April, 2021 to the Ministry of Human Rights.
- The Ministry of Human Rights shall provide written comments to the Consultant / Consultancy Firm within two weeks of the Consultant/ Consultancy Firm's 1st draft of Feasibility Study.
- The Consultant / Consultancy Firm shall promptly modify the draft Feasibility Study and consequently, the Consultant / Consultancy Firm shall submit a comprehensive Final Feasibility Study with Summary in accordance with the applicable standards by 31st May, 2021 (5 hard copies with soft copy).
- On satisfactory performance, final payment will be made to the Consultant / Consultancy Firm by Ministry of Human Rights by 30th June, 2021.

Management/Reporting:

- The Consultant / Consultancy Firm will report to Director General (Development).
- Operational and logistic support will be provided by Admn Wing, Ministry of Human Rights at Islamabad and Regional Directorate of Human Rights, Peshawar at KP.

APPENDIX C

REMUNERATION FOR SERVICES

&

SCHEDULE OF PAYMENT

(With reference to Article 5)

C-1 Total Remuneration

Rs.....

C-2 Advance Payment

20%

C-3 Schedule of Payments

- 1st installment due on submission of 1st draft of Feasibility Study:
40%.
- 2nd installment due on completion of feasibility study and after approval by the Secretary, Ministry of Human Rights on satisfactory performance.
40%.

APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER (Refer Article 4.1)

D-2 REPRESENTATIVE OF THE CLIENT (Refer Article 4.2)

D-3 VENUE OF ARBITRATION (Refer Article 9)

D-4 LOCATION OF THE COURTS
HAVING JURISDICTION (Refer Article 10)