



Government of Pakistan  
Ministry of Human Rights Islamabad  
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**BIDDING DOCUMENT**  
(Procurement of Services)

**FOR PREPARATION OF RESEARCH STUDIES ON  
PREVALENT HUMAN RIGHTS ISSUES IN PAKISTAN**

[www.mohr.gov.pk](http://www.mohr.gov.pk)

**Project Director (NMRF)**

Ministry of Human Rights, 9<sup>th</sup> Floor, Kohsar Block, Pak Secretariat,  
Islamabad **Phone:** 051-9203790

## **A. Invitation to Bid**

The Ministry of Human Rights (MoHR) invites sealed bids for the preparation of comprehensive, evidence based, research studies on the following topics:

- i. Legal Issues for Transgender People: A Situational Analysis of Rising Threats in Khyber Pakhtunkhwa;**
- ii. Protection against Harassment: A Legal and Policy Review of Growing Public Harassment of Women;**
- iii. Existence of Child Domestic Labour in the Informal Sector: Challenges and Way forward;**
- iv. Impact Assessment of Human Rights Institutions in redressing Core Human Rights Issues in Pakistan; and**
- v. Low Ranking of Pakistan in Gender Parity Index – Reasons and Way Forward.**

Bidding will be conducted in line with National competitive bidding procedure specified in the Public Procurement Rules 2004 (PPRA 2004) as per Rule 36(a), under **Single Stage – One Envelope Procedure**.

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal, indicating compliance with the relevant requirements to qualify for bidding. All bids received shall be opened and evaluated in the manner as prescribed in this bidding document.

The name of the Bidder and bid description shall be clearly marked on the envelope.

Separate bids shall be made for each research topic, and each bid shall be evaluated separately & contracts will be awarded separately as well.

## **B. Background**

Pakistan being a signatory to seven core UN conventions on human rights has pledged to uphold and implement international human rights standards and criterion in its domestic legal framework through legislation and institutional interventions.

Thus far, the Government of Pakistan has made noteworthy strides in this regard by making amendments to its existing laws to reflect international human rights standards, as well as by enactment of new legal instruments to alleviate human rights woes in the country.

However, Pakistan still has a long way to go in fully achieving and complying with its international obligations in relation to human rights. While many factors can be stated for this shortcoming, the main reason seems to relate to a lack of awareness and proper research on the international human rights regimes, and implementation mechanisms as established by the treaty bodies.

Accordingly, the MoHR in coordination with relevant federal and provincial departments, academic institutions, legal and policy think tanks, NGOs, civil society members and other stakeholders aims to improve Pakistan's implementation of human rights mechanisms through identifying gaps in Pakistan's legislative and administrative mechanisms.

As such, the MoHR aims to conduct a nation-wide research exercise that focuses on identifying gaps in policies, legislation and institutional mechanisms on core human rights issues prevalent in Pakistan by engaging with the Public Sector Universities and Civil Society Organisations.

### **C. Instructions and Information for Bidders**

This Bidding Document provides all the information pertinent to this solicitation. It governs the preparation and submission of the Bid Proposal and includes the technical and financial forms that the Bidder will need to complete for this project. The Bidders must submit their proposals by the deadline specified in this Bidding Document, using the MoHR's provided formats, supporting documentation, and per the **Instructions and Information for Bidders** guidelines. An Editorial Committee (details of which are annexed hereto as **Annex A**) will evaluate proposals.

The Bidder must examine all instructions, general conditions, forms, terms, and specifications in this Bidding Document and its annexures. The Bidder will be accountable for failure to comply with the instructions, and such failure may influence the evaluation of

the Bid Proposal. The MoHR can reject Bid Proposals that do not comprehensively address the bidding instructions and other requirements, fail to follow applicable requirements, general contract conditions, terms, and specifications.

The Bidder's submission of the Technical and Financial Proposals in response to the Bidding Document implies their approval of the attached draft Contract. Only minor amendments can be made to the attached Contract during negotiation with the successful Bidder, however, any suggested adjustments by the successful Bidder will be accepted or rejected at the discretion of the MoHR. The MoHR retains the right to amend the draft Contract to achieve a better and more efficient project execution.

### **1. Mandatory Eligibility Criteria Checklist**

Bidders must ensure that they comply with the following mandatory elements of this Bidding Document before submitting their proposals within the period specified herein.

**The Bidders must provide evidence of these requirements at the time of submission of the Bid Proposal (Bid Form 1). Non-submission of any one of the following applicable requirements shall result in disqualification.**

- i. Cover Letter (**Bid Form 2**)
- ii. Organization Incorporation/Registration Certificate.
- iii. NTN Certificate.
- iv. GST Certificate.
- v. FTN Certificate / Tax Exemption Certificate (*for public sector only*).
- vi. On Active Tax Payers List of F.B.R.
- vii. Complete Organization Profile with Qualified Technical Team/Professionals/Staff members etc.
- viii. Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization for corrupt and fraudulent practices.
- ix. Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year (subject to any exemptions under applicable laws in case of

Public Sector Organisations only). **Taxpayer's list serial number (Active Taxpayers List (ATL) is downloadable from Federal Board of Revenue's (FBR) website) is also to be mentioned.**

- x. **One sealed envelope containing, separately, Technical and Financial Proposals.**
- xi. Submission of the required amount of Bid Bond and Performance Guarantee.
- xii. Bid Validity of 60 days.
- xiii. Compliance with General Terms and Conditions and other instructions / requirements laid down in this Bidding Document.
- xiv. Reasonable experience, expertise and resources for the completion of the project.
- xv. **A 800-word abstract on the selected Research Topic(s).**
- xvi. Original Bid Proposal documents duly signed/stamped.
- xvii. All documents to be properly tagged, annotated and labelled.

## **2. General Terms and Conditions**

### **2.1 Bidder**

- 2.1.1 Bidder should either be a recognised Public Sector University or an established Civil Society Organisation in Pakistan.
- 2.1.2 Bidder must be registered with Provincial / Federal Tax Departments of Income Tax & Sales Tax. Name of Bidder must appear on Active Tax Payers List of FBR (subject to any exemptions under applicable laws in case of Public Sector Organisations only).
- 2.1.3 Bidder should never have been blacklisted by any Government organization.
- 2.1.4 Bidder with reasonable experience for accomplishing similar nature of assignments will be preferred. Bidder should provide details of similar assignments done in the past with respect to researches conducted on socio-legal topics (**Bid Form 3**).

2.1.5 Bidder must have the Technical Strength / Academic Expertise of at least five (05) qualified/certified professionals/trained resources to be able to carry out the necessary research exercises and consolidate it in the form of a comprehensive study.

2.1.6 Bidder shall be responsible for payment of any applicable duties/taxes imposed by the Government of Pakistan during the term of the project. **The bid price MUST be inclusive of all the taxes.**

2.1.7 Bidder will not propose and provide any kind of already prepared / published / conducted / disseminated Research Study. **IT IS PARAMOUNT THAT THE PROPOSED RESEARCH STUDY BE AN ORIGINAL PIECE OF WORK, FREE OF ANY PLAGIARISM.**

## 2.2 Scope of Work

Preparation of comprehensive, evidence based, Research Studies on the following topics:

- i. Legal Issues for Transgender People: A Situational Analysis of Rising Threats in Khyber Pakhtunkhwa;
- ii. Protection against Harassment: A Legal and Policy Review of Growing Public Harassment of Women;
- iii. Existence of Child Domestic Labour in the Informal Sector: Challenges and Way forward;
- iv. Impact Assessment of Human Rights Institutions in redressing Core Human Rights Issues in Pakistan; and
- v. Low Ranking of Pakistan in Gender Parity Index – Reasons and Way Forward.

## 2.3 Research Guidelines

2.3.1 Each Research Study shall be thoroughly researched and referenced by way of footnotes.

- 2.3.2 The Research Study(ies) must address the issues at hand, provide empirical research based data for any claims, incorporate up-to-date statistical figures and propose practical solutions and strategic measures to tackle the problems and issues identified.
- 2.3.3 The language of the Research Study shall be in English, however, local terms may be used where appropriate.
- 2.3.4 The length of each Research Study shall be between 18,000 and 25,000 words, exclusive of footnotes.
- 2.3.5 All Research Studies must follow OSCOLA as a citation style guide.
- 2.3.6 All Research Studies should be in double space with a 1-inch margin on all sides using a Times New Roman font of size 12.
- 2.3.7 **The research study must be an original piece of work, free of plagiarism and must not be published elsewhere.**
- 2.3.8 Detailed **Terms of Reference** are attached hereto as **Annex B**.

## 2.4 Timeframe

Timeframe for the preparation of the research studies shall be **3 months** from the date of the award of contract, subject to two further revisions, if required, within **1 month** of receiving feedback from the Editorial Committee.

## 2.5 Deliverables

- 2.5.1 **Deliverable 1:** Research Study Inception Report (30 days after signing of Contract): contains complete work plan and methodology including responsibilities of different team members, draft table of contents, layout, methodology etc.

2.5.2 **Deliverable 2:** Presentation with preliminary findings, conclusions, and recommendations (60 days after signing of Contract): to present the preliminary findings, conclusions, and recommendations on the respective research topic.

2.5.3 **Deliverable 3:** Draft Research Study (90 days after signing of Contract): to present the progress in terms of issues identified and the completion of major crux of the research topic at hand, and for the Editorial Committee to be apprised of key points highlighted in the Research Study and provide any preliminary feedback.

2.5.4 **Deliverable 4:** Final Research Study (120 days after signing of Contract or 30 days from receiving feedback from the Editorial Committee, whichever is later): contains the finalised Research Study, along with legal and policy analysis, outcomes of the research, and recommendations.

## 2.6 Minimum Requirements, Qualification, Experience & Functional Competencies

### 2.6.1 Bidder's Relevant Experience

- a. Previous experience (a minimum of five years) in conducting surveys, research and studies at the national and/or international level in the area of human rights, public policy, social development or related fields;
- b. Strong links to the network of public and civic stakeholders operating at the national and/or international levels; and
- c. Experience of working with the Government, academia, NGOs and/ or international organizations, such as UN agencies.

### 2.6.2 Required Research Skills for Academic Institutions/Civil Society Organisations

- a. Ability to review and draw analysis from previous researches, preparation of reports and studies in a manner which is easy to understand and provides maximum social benefits; and



- b. Ability to gather, appraise and analyse quantitative and qualitative data elicited via desk and fieldwork.

#### 2.6.3 Subject Knowledge of Academic Institutions/Civil Society Organisations

- a. Knowledge and experience in methods of monitoring, studies/surveys, publications and data analysis at national and/or international level; and
- b. Knowledge of human rights framework and related laws of Pakistan.

#### 2.6.4 Minimum Qualification of the Team Leader

- a. Doctorate (Ph.D.), Master of Philosophy (M.Phil.) or a Master's Degrees in law, public policy, human rights, and/or any related discipline;
- b. Minimum of 10 years, experience and strong background in developing methodologies and research work, conducting surveys, studies, and similar publications including collection and interpretation of quantitative and qualitative data; and
- c. Minimum of 05 years of work experience with the organization/entity submitting the bid.

#### 2.6.5 Minimum Qualification of the Key Personnel

- a. Advanced degree in law, public policy, human rights and/or any related discipline, with strong focus on research methods or any other relevant fields; and
- b. At least 2.5 years of relevant professional experience with strong focus on research methodologies, analysis, conducting studies, surveys or similar publications;

**Note:** **The MoHR will not accept any bid submitted by an individual. Bids that do not conform to the aforementioned criteria shall be considered non-responsive.**

#### 2.7 Rights over Research Study

At the completion of the Research Study(ies), and following approval by the Editorial Committee / Competent Authority, the Research Study(ies) shall become the property of the MoHR, without any claim of ownership or license to publish or disseminate the same, without the prior written approval of the MoHR.

## 2.8 Confidentiality

2.8.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the Bidder(s) who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful Bidder(s).

2.8.2 Information relating to the examination, evaluation, comparison and post qualification of Bid Proposals, and recommendation of Contract award, shall not be disclosed to Bidder(s) or any other persons.

## 2.9 Unprofessional Conduct

Any attempt by a Bidder to influence the MoHR in the examination, evaluation, comparison, and post-qualification of the Bid Proposals or contract award decisions will result in the rejection of its bid.

## 2.10 Conflict of Interest

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and their Bid Proposal shall not be entertained and shall be rejected under any of the circumstances set forth below:

### a. Conflicting Assignments

The Bidder (including its personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another client.

- b. **Conflicting Relationships**
  - i. The Bidder (including its personnel) or any of its affiliates that has a business or family relationship with an officer of the MoHR, or any management or staff member who is directly or indirectly involved in the preparation of this Bidding Document, selection and evaluation process of Bidders and/or supervision of the Contract, may not be awarded an Contract unless such conflict has been adequately and promptly disclosed to the Editorial Committee, and the same has been resolved before the bid selection process has been initiated.
  - ii. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect, by notifying the MoHR in writing. Failure to disclose said situations may lead to disqualification of the Bidder or the termination of the Contract.

## 2.11 Fraud and Corruption

2.11.1 The MoHR requires the Bidders participating in provision of services to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. For the purpose of this paragraph, the terms set forth below are defined as follows:

- a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the MoHR in the selection process or in the execution of the Contract;
- b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence the selection process or the execution of the Contract;
- c) “Collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the MoHR, designed to establish prices at artificial, non-competitive levels, etc.; and
- d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the Contract.

2.11.2 The MoHR will reject any Bid Proposal if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract to be executed pursuant to this Bidding Document.

2.11.3 The MoHR under Rule 19(a) of PPRA Rules of 2004 may blacklist and debar a Bidder from participating in any public procurement or disposal proceedings for the period of not more than ten years, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a government funded project.

2.11.4 The MoHR will have the right to inspect the Bidder's accounts, records, and other documents relating to the submission of Bid Proposals and Contract performance, and have them audited by auditors appointed by the MoHR.

### **3. Preparation of the Bid Proposal**

#### **3.1 Basic Information**

Bidder must provide on its official letter-head:

- i Name of the Organization
- ii Complete Address of Head Office and detail of any branch(es) or campus(es) in Pakistan
- iii Size of the Organization (No. of Employees)
- iv Number of years of in Business / Operation
- v List of suitably qualified/certified human resource i.e. Professors / Teaching Staff / Teacher's Assistants / Researchers / Officers / Associates etc.

#### **3.2 Language of the Bid Proposal**

The proposals and all correspondence and documents relating to the proposal shall be written in the English language, unless otherwise specified.

#### **3.3 Proposal Currency**

The Bidders must quote all prices in Pakistani Rupees (PKR) and all payments will be made in Pakistani Rupees.

#### 3.4 Period of Validity of Proposal

Proposals shall remain valid for **sixty (60) days** from the date of advertisement. In exceptional circumstances, the MoHR may solicit the Bidder's consent to an extension of the period of validity without any material changes in the Bidding Document. A Bidder agreeing to such request will not be permitted to modify his bid. A Bidder not agreeing to such request may be withdrawn at the discretion of MoHR.

#### 3.5 Supporting Documents

While preparing the Bid Proposal, the Bidder shall ensure that it provides the MoHR with documentary evidence. The Editorial Committee will evaluate proposals solely on the basis of documentary evidence submitted in accordance with evaluation criteria described in this Bidding Document.

#### 3.6 Technical Proposal (Bid Form 4)

a. Organisation's Profile

b. Expertise and Capability of Bidder:

The Bidder shall provide all relevant supporting documentation including the Bidder's entity profile information; the Bidder's entity legal registration certificates; reference list of similar projects; and any other appropriate documents.

c. Proposed Work Plan and Approach:

The Bidder shall demonstrate its responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed deliverables; and demonstrating how the proposed methodology meets or exceeds the project requirements.

d. Key Personnel/Resource Plan:

The Bidder shall fully explain its availability of resources in terms of personnel and facilities necessary for the performance of this requirement. It should

describe the Bidder's current capabilities/facilities and any plans for their expansion.

e. Abstract on Research Study:

Bidder should clearly indicate the timeline, research methodology, work plan, number of professional staff involved, and breakdown of deliverables (if any) with respect to each Research Topic. **A 800-word abstract on the selected Research Topic(s) shall be provided at the time of the Bid.**

The Technical Proposal must not include any pricing information for the services to be rendered. Pricing information must be kept separate and only included in the relevant Financial Proposal.

The Bidder's proposal numbering system must contain cross-references to supporting materials, such as descriptive material and brochures, should be included in the proposal body, and with the supporting paperwork added as annexes.

3.7 Financial Proposal (Bid Form 5)

3.7.1 Proposal Prices

The Bidder shall indicate in its Financial Proposal the prices of services it proposes to supply under the Contract.

3.7.2 Proposal Currency

The Bidder shall quote prices in the Financial Proposal in Pakistani Rupees (PKR). The MoHR will disqualify Bid Proposals with no fixed price and will not consider them for evaluation.

3.8 Payment

The MoHR shall only effect payments to the successful Bidder, as per the Payment Schedule (see below), for the performances of services rendered if the Editorial Committee / Competent Authority is satisfied with final Research Study.

3.9 Integrity Pact

The Bidders must provide a mandatory certificate (**Annex C**) in case of procurement of services worth Rs. 10 million or more as specified by regulation with approval of the Federal Government, between the MoHR and the Bidder(s). Failure to provide this Integrity Pact shall make the bid non-responsive.

### 3.10 Bid Security

- 3.10.1 All Bidders must submit a Bid Security, labelled as “**Bid Bond**” (**Bid Form 6**), in the form of a Bank Draft/Pay Order in the name of D.D.O., Ministry of Human Rights, equivalent to three percent (3%) of the total cost of bid (for each Bid) along with the Bid Package (defined below). All proposals and prices shall remain valid for a period of 60 days from the closing date of the submission of the Bid Proposal.
- 3.10.2 The Bid Bond must be submitted together with the Bid Proposal. As part of the Bid Proposal, the Bidder must confirm on its official Letterhead that the Bid Bond is submitted as required by the MoHR.
- 3.10.3 The Bid Bond may be forfeited:
- a) if a Bidder withdraws its bid during the bid validity period; or
  - b) if a Bidder is found indulged in fraudulent/ corrupt practices/concealment of facts etc.; or
  - c) in the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Contract; or
    - ii. fails to deliver the Research Study within the stipulated time period.
- 3.10.4 The Bid Bond submitted by the successful Bidder, at the time of submitting its bid, shall be returned to the Bidder upon signing of the Contract, furnishing of the Performance / Bank guarantee and confirmation of the Performance / Bank guarantee by the MoHR with the Bank of the successful Bidder.

### 3.11 Performance Guarantee

- 3.11.1 The successful Bidder must deposit, within 15 days from the signing of the Contract, in the form of a Bank Guarantee, a Performance Guarantee or Security upon execution of the Contract, labelled as “**Performance Guarantee**” (**Bid Form 7**), a sum equivalent to ten percent (10%) of the contract value.
- 3.11.2 A scheduled bank operating in Pakistan must issue the Bank Guarantee and the same shall remain valid for a period of one hundred and eighty (180) days from the date of signing the Contract.
- 3.11.3 Failure to provide a Performance Guarantee by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Bond. In such event, the MoHR may award the contract to the next most advantageous Bidder or call for new bids.
- 3.11.4 The proceeds of the Performance Guarantee shall be payable to the MoHR as compensation for any loss resulting from the Bidder’s failure to complete its performance obligations under the Contract according to the satisfaction of MoHR.

### 3.12 Costs

All and any costs incurred in the preparation and submission of the Bid Proposal shall be to the account of the Bidder, with no claim or recourse to be made to the MoHR, regardless of the outcome of the bidding process.

### 3.13 Amendments

At any time prior to the deadline for submission of bids, the MoHR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment. The amendment shall be part of the Bidding Document, and will be notified in writing through fax or letter by courier or shall be made available on the MoHR’s website to all prospective Bidders who have received the Bidding Document, and will be binding on them.



### 3.14 Miscellaneous

The MoHR reserves the right to accept or reject any or all bids as a whole or in part as specified by PPRA Rule 33(1). The decision in this regard will be firm, final and binding on all Bidders.

## 4. Submission of Bids

### 4.1 Sealing and Marking of Bid Proposals

The Bid Proposal comprising of technical proposal and financial proposal shall be submitted in accordance with the below instruction(s):

- a. A single envelope shall contain, separately, the Technical Proposal, which should be clearly marked as: “**Technical Proposal**”, and the Financial Proposal, which should be clearly marked as: “**Financial Proposal**” (together the “**Bid Package**”).
- b. Two (02) hard copies of the Bid Package shall be submitted, along with 02 soft copies (in USB or flash drive).
- c. The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened.
- d. The envelope(s) must specify the name of the Bidder, the Bid reference number, and should include “NOT TO BE OPENED BEFORE (insert proposal submission deadline date).”

**Note:** If the envelope(s) are not sealed and marked as per the above, the MoHR will not assume responsibility for the Bid Proposal’s misplacement or premature opening.

- e. The same Bidder may make a bid for one or all research topics, however, Bids for each research topic, as aforesaid, shall be submitted **separately**.

#### 4.2 Sealing and Marking of Proposals

The Bidder must **personally deliver** or send the Bid Proposal via **courier service** to the following address.

<b>Position</b>	Deputy Director (Legal) (NMRF)
<b>Organization</b>	Ministry of Human Rights
<b>Postal Address</b>	9 <sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad
<b>Phone</b>	051-9203790

**Note: The MoHR will not accept any Bid Proposals received by fax or email.**

The MoHR must receive the Bid Proposal no later than the time and date indicated for submission.

#### 4.3 Deadline for Submission of Bid Proposals

The Bidders may submit the Bid Proposals in a **Sealed Confidential Cover** at the address given above within twenty (20) days from the date of appearance of the 'Invitation to Bid' in the press and must reach the specified office address by 2:00 p.m. on the day of the deadline.

It is the Bidder's sole responsibility to ensure the submission of their Bid Proposal before the deadline.

The deadlines are stringent and absolute. The MoHR will immediately reject all late submissions of Bids. Accordingly, it will be the Bidder's responsibility to collect and compile any Bid Proposal documents and submit them within 20 days. Late bids are any entries marked as "received" after the due date and time.

The MoHR may, in exceptional circumstances, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of MoHR and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **5. Opening and Evaluation of Bid Proposals**

### **5.1 Opening of Bid Proposals**

The MoHR will open both the Technical and Financial Bids on the day of submission of Bid Proposal at 03:00 p.m. in the presence of the Editorial Committee formed in accordance with its internal regulations, rules, policies and procedure. The representatives of responding Bidders will also be present for the same. The opening of the bids will take place in the Committee Room at the MoHR.

### **5.2 Preliminary Examination**

Following opening of the Bids, and prior to the detailed evaluation of each Bid Proposal, the MoHR will undertake a preliminary examination of the relevant Bid Proposals. The MoHR may reject any Bid Proposal during the preliminary examination, which does not comply with the requirements set out in this Bidding Document, without further consultation with the Bidder, including in cases where:

- a. the Bid Proposal is incomplete i.e. does not include all required information and documents as specified herein;
- b. the Bidder is not eligible for submission of bids;
- c. the Bid Proposal has not been duly signed and / or sealed;
- d. the required bid securities have not been provided;
- e. the Technical and Financial Proposals have not been submitted in accordance with instructions contained herein; or
- f. the Bid Proposals are generally not in order.

The Editorial Committee will determine the substantial responsiveness of each Bid Proposal. A substantially responsive proposal is one that adheres to all of the Bidding Document's terms and conditions without notable deviations. The MoHR bases its determination of a Bid Proposal's responsiveness only on the substance of the Bid Proposal itself, with no reliance on external evidence.

First of all, qualification of the Bidder will be determined on the parameters listed above and after that Technical and Financial Evaluation (on the below mentioned criteria) will be completed.

The Editorial Committee will reject a bid if it is not substantially responsive, and the Bidder may not subsequently make the bid responsive by correction of the nonconformity.

### 5.3 Clarification of Bids

According to Rule 31 of PPRA Rules 2004, the MoHR, at its discretion, to aid in the assessment, evaluation, and comparison of Bid Proposals may ask the Bidder for a clarification of its Bid Proposal(s), without major deviation, reservation or omission. The request for clarification and response must be in writing, and no change to the Bid Proposal's price or substance may be sought, offered, or permitted.

### 5.4 Acceptance of Bids

Only those Bid Proposals will be accepted which clearly identify / address the following:

- i. Define how the Research Study will contribute to one or more of the issues identified;
- ii. Enumerate specific outcomes and solutions to the issues at hand by way of legislative interventions and institutional mechanisms;
- iii. Clearly specify the underlying issues, their impact on an individual and collective level, and any discrepancies in data available;
- iv. Explain how such issues can be curbed and eliminated at the outset; and
- v. Describe how the Research Study is relevant to the present circumstances and whether further targeted research programmes and initiatives are required.

## 6. Evaluation Methodology and Criteria

## 6.1 Preliminary Evaluation

The preliminary evaluation determines if the bids fit the eligibility criteria. The standard qualifying requirements for Bidders seeking to participate in a contract are outlined above at section 3 (**General Terms and Conditions**) of this Bidding Document.

Evaluation of the eligibility of Bids will be done on the basis of following mandatory parameters. In case of deficiency, the Bid will be declared as non-responsive.

## 6.2 Cumulative Analysis Methodology

The MoHR will choose a Bid Proposal based on a cumulative analysis. The overall score is calculated by combining technical and financial factors.

The Editorial Committee will examine the Bid Proposal in two stages. The technical proposal will be evaluated with a minimum pass criterion of 70% of the available 100 points allocated to the Technical Proposal. The Editorial Committee will reject a Bid Proposal at this stage if it fails to meet the minimal technical criteria of 70% of the possible score of 100 points before any Financial Proposal is opened and compared.

The Editorial Committee will open the Financial Proposal of only those Bidders whose Technical Proposal meet the minimum technical criterion of 70% of the possible score of 100 points and are in compliance with the conditions laid in this Bidding Document. Financial Proposals that are not compliant will not be considered further.

The total number of points (“maximum number of points”) which an organisation may obtain for its proposal is as follows:

**Technical proposal: 100 points**

**Financial proposal: 100 points**

**Total number of points: 200 points**

6.2.1 Financial Proposal Formula:

In this methodology, the maximum number of points assigned to the Financial Proposal is allocated to the lowest Price Proposal. All other price proposals receive points in inverse proportion. A formula is as follows:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

The Contract shall be awarded to the Bid Proposal obtaining the overall highest score after adding the score of the Technical Proposal and the Financial Proposal.

6.3 Technical Evaluation Criteria (100 marks)

The Editorial Committee will evaluate and examine the Technical Proposal to determine its responsiveness and compliancy with the requirements specified in this Bidding Document. The quality of each Technical Proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 100 points).

The Editorial Committee may ask the eligible Bidders to give presentation of their respective proposals on power point (soft copy)/proof of concept on their solution. Marks will be awarded as below:

<b>1. Expertise and Capability of Proposer</b>		<b>Points</b>
<i>Expertise of organization submitting proposal</i>		<b>Obtainable</b>
1.1.	Organizational Structure (Public Sector University / Civil Society Organisation established / operational in Pakistan since the last 5 years at the minimum)	5
1.2.	Number of Research Studies / Papers published over the last 5 years.	5
1.3.	General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support) (A minimum of 5 key employees are required).  (*Marks will be awarded according to number of key employees present with the institution since the last 5 years (half mark for contractual employees)).	5
1.4.	In-House Research Academy / Department / Designated Institute	5
1.5.	Relevance of: - Specialized Knowledge - Experience in conducting similar research studies - Experience in human rights issues in Pakistan  (*Marks will be awarded in light of details of previous assignments submitted and engagements with similar governmental and international organisations)	10
		<b>30</b>
<b>2. Proposed Work Plan and Approach</b>		
<i>Proposed Methodology</i>		
2.1.	Analysis Approach, Methodology, including Bidder's understanding of the Ministry of Human Rights work, adherence to procurement principles and response to all the requirements listed in the Bidding Document.	10
2.2.	Conformity of Work Plan, timeline and deliverables in relation to the chosen Research Topic.	15
2.3.	Quality of Abstract on the Research Topic.	15
	(*Collective Marks will be awarded following review of the aforesaid by the Editorial Committee).	

		<b>40</b>
<b>3. Resource Plan/Key Personnel</b>		
<i>Qualification and competencies of proposed personnel</i>		
3.1.	Composition of the team proposed to provide, and the work tasks (including supervisory) (e.g. Team Leader, Associate Researcher, Field Officer, Data Analyst etc.).  (*Marks will be awarded according to diversity and qualifications of team)	10
3.2.	Curriculum vitae of the proposed team that will be involved either full or part time.  At least five (05) years' experience of report writing with at least 10 reports in the relevant fields per present job requirement, for any Government or International Organization/ Agency preferably U.N. Organizations.  (*Marks will be awarded according to number of years of experience)	05
3.3	<u>Team Leader's Qualification:</u>  Master's Degree in law, public policy, human rights and/or any related discipline;  M.Phil. in above disciplines; and  Ph.D. in above disciplines.	05  +05  +05  (15)
		<b>30</b>
	<b>Total</b>	<b>100</b>
	<b>**70% of 100 pts = 70 pts needed to pass Technical Evaluation</b>	

#### 6.4 Financial Evaluation Criteria (30 marks)



<b>Financial Scores</b>	<b>Points Obtainable</b>
Full marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.	100
<b>Maximum 100 pts</b>	

Bidders must follow the prescribed format of Financial Proposal as provided in Bid Form 5.

The Financial Proposals of eligible and technically qualified Bidders will be opened before the Bidder's representatives who wish to attend the bid opening.

## **7. Award of Contract**

The MoHR is under no obligation to pick any of the Bidders that submit Bid Proposals. The MoHR maintains the right, at any time prior to Contract award, to accept or reject any Bid Proposal, as well as to terminate the bidding process and reject all offers, without incurring any liability to the Bidder(s) or any obligation to provide information.

### **7.1 Acceptance of Bid and Award Criteria**

A Contract may be awarded to the proposing Bidder whose Bid Proposal is found to be the most advantageous bid, i.e. the proposal with the highest overall score (technical and financial) according to the Evaluation Methodology and Criteria as prescribed herein, within the original or extended period of bid validity. The Contract will be given if it is not in conflict with any other law, rules, regulations or policy of the Government of Pakistan.

### **7.2 Procuring Agency's Right over Research Study parameters at the time of Award**

The MoHR reserves the right at/after the time of award of Contract to modify / change / alter the parameters of the one or all Research Studies in a manner consistent with the scope and objectives of the research topics, by way of adding

certain specific key requirements / indicators to be present in the Research Studies, without any change in unit price or other terms and conditions.

### 7.3 Notification of Award

7.3.1 The MoHR shall notify in writing to the successful Bidder the acceptance of their Bid Proposal prior to the expiration of the period of bid validity.

7.3.2 The notification of award (**Bid Form 8**) shall constitute the formation of the Contract between the MoHR and the successful Bidder.

7.3.3 Rule 44 of the PPPRA Rules 2004 shall govern the enforcement of the Contract.

### 7.4 Signing of Contract

7.4.1 The MoHR shall send the successful Bidder the Contract (**Bid Form 9**), which constitutes the notification of the award.

7.4.2 After the award is concluded and the decision is made, the MoHR will furnish the winning Bidder(s) with filled copy of Contract. Within 10 days of receipt of the contract from the MoHR, the successful Bidder(s) shall sign, date and return the signed Contract to the MoHR.

7.4.3 The Contract shall become effective upon affixation of signature of the MoHR and the successful Bidder on the Contract.

7.4.4 In the event the successful Bidder(s) fails to sign the Contract after completion of all codal formalities, the MoHR shall withdraw the award, reject the offer and may launch a new bidding exercise or proceed to select the next most advantageous Bidder(s).

**Note:** The Bid Bond submitted by the Bidder shall stand forfeited and the organisation may be blacklisted and de-barred from future participation, whether temporarily or permanently.

## 8. Payment Schedule

#	Milestone	Payment
1	Deliverable 1	0%
2	Deliverable 2	0%
3	Deliverable 3	50%
4	Deliverable 4	50%

## 9. Final Review, Editorial Changes and Acceptance of the Research Studies

As per Rule 29 and 30 of the PPRA Rules 2004, the final decision of accepting the Research Studies rests with the Editorial Committee.

Upon submission of the Research Study(ies) by the Bidder, the same shall be reviewed and analysed by the Editorial Committee, and the final decision regarding acceptance of the same shall be taken within 30 days of submission of the Research Study(ies) by the Bidder.

The MoHR, through the Editorial Committee, reserves the right to request necessary changes to the Research Study(ies), and the Bidder shall be obliged to make the necessary changes within the specified timelines.

For the sake of clarity, up to **two** requests for changes / amendments to the final Research Study may be made to the relevant Bidder, and such changes shall be put in effect and reflected in the final Research Study within **thirty (30) days** of such request being made by the Editorial Committee.

The Research Study shall be automatically disqualified if:

- i. it fails to adequately answer the research question /topic;
- ii. the field data is unverified;
- iii. is in stark deviation to the concept note / work plan presented;
- iv. is prepared through or assigned to, either in part or as a whole, external resources;
- v. is not an original piece of work or is plagiarised; or
- vi. is found, generally, unsatisfactory by the Editorial Committee.

## **10. Breach of Contractual Obligations**

10.1 As per Rule 19(b) of PPRA Rules 2004, the MoHR may blacklist and debar a Bidder from participating in respective category of public procurement or disposal proceedings for a period of not more than three years, if the bidder fails to meet his contractual responsibilities during contract execution or violates the contract owing to inability or unwillingness to perform.

10.2 The MoHR will only impose the penalty on the Bidder after exhausting all means of peaceful settlement as provided in the Contract.

10.3 The MoHR, under Rule 19(2) of PPRA Rules of 2004 will notify the Public Procurement Regulatory Authority and the respective Bidder in writing of their decision, outlining the reasons for such action. The Authority will make public the results of its investigation.

## **11. Mechanism for Grievance Redressal**

### **11.1 Grievance Redressal Committee**

Any bidder feeling aggrieved by any act of the MoHR after the submission of their Bid Proposal may lodge a written complaint concerning their grievances not later than fifteen (15) days after the announcement of the bid evaluation report under Rule 35 to the following Grievance Redressal Committee (GRC):

- |                                   |                |
|-----------------------------------|----------------|
| 1. Joint Secretary (Admin) – MoHR | [Chairman]     |
| 2. Director General (IC) – MoHR   | [Member – I]   |
| 3. Director (IC) – MoHR           | [Member – III] |

### **11.2 Mechanism for Dispute Resolution**

a) Discussion Period

In the event of any dispute arising between the MoHR and the successful Bidder in connection with any opinion or condition of the proposed services to be performed pursuant to this Bidding Document and the Contract, including without prejudice to the generality of the foregoing, any question regarding the Contract's existence, validity or termination, or the completion of the Contract (whether during or after the engagement and whether before or after the termination, abandonment or breach of the Contract), the parties concerned shall seek to resolve any such dispute or difference through mutual consultation.

b) Referral to Dispute Resolution Committee

In case the parties concerned fail to reach agreement within fourteen (14) days of the date upon which a party serves notice upon the other with regard to the existence of a dispute, the dispute shall then be referred to a Dispute Resolution Committee (DRC). The Secretary, MoHR shall constitute the committee comprising of two (02) senior members from MoHR and a member recommended by the successful Bidder. DRC shall resolve the dispute after giving each party reasonable opportunity of presenting its respective point of view. The decision of the DRC shall be final and binding and shall be enforceable in any court of competent jurisdiction.

**EDITORIAL COMMITTEE**

- |                                   |                |
|-----------------------------------|----------------|
| 1. Secretary – MoHR               | [Chairperson]  |
| 2. Director General (IC) – MoHR   | [Member – I]   |
| 3. Director (IC) – MoHR           | [Member – II]  |
| 4. Director (APHR) – MoHR         | [Member – III] |
| 5. Deputy Director (IC) – MoHR    | [Member – IV]  |
| 6. Deputy Director (NMRF) – MoHR  | [Member – V]   |
| 7. Research Officer (NMRF) – MoHR | [Member – VI]  |

**TERMS OF REFERENCE FOR CONDUCTING RESEARCH STUDIES**

**Duration**

The total duration of the assignment will be 120 calendar days commencing from the date of signing of the Contract or 30 days from receiving feedback from the Editorial Committee following completion of the draft research study (see 3.5.3), whichever is later (“**Assignment Period**”) to the successful Bidder (covering desk review, interviews, field visits, telephone discussions, validation workshops and finalization of the report). Please note that the finalized report will be the property of the Ministry of Human Rights (MoHR) and may, depending on the findings, be treated as an internal document and not used for publication. The finalized report is expected at the end of Assignment Period, subject to any extensions.

**Duty Station**

Subject to the nature of the inputs and field study, the duty station can be anywhere in Pakistan, however, it is expected that the relevant Institute/Organisation has sufficient means of communication to keep the MoHR apprised of the progress being made.

**Objectives of the Research Studies**

The main objective of each Research Study to provide a holistic, comprehensive, and evidence based review / analysis of the subject Research Topic, with a focus on current public perceptions of the issues identified, statistical figures highlighting the prevalence of such issues, challenges / hurdles faced in their elimination, and proposed institutional interventions and policy measures for restoration of positive societal norms.

A list of non-exhaustive objectives of each Research Study is as follows:

- the existence and vulnerabilities of the current legal framework;
- key figures and statistical data highlighting the current situational analysis;
- general and specific community and individual based needs in the area;

- impact and ramifications of the issues highlighted from a human rights perspective;
- possible gender-related differences in impact and needs e.g. access to financial support;
- role of international laws, e.g. treaty conventions, and how such laws can be implemented at the grass-roots level;
- cultural and religious challenges faced;
- measures taken at the federal and provincial levels;
- challenges faced in relation to implementation of local laws, policies, measures etc.; and
- specific policy and institutional level measures and proposals for improvement of the current situation.

**NOTE: The aforesaid list of Objectives of the Research Studies is to be used on an indicative, non-exhaustive, basis and each Bidder is required to provide their own comprehensive Research Objectives based on the guidelines in this TOR document.**

### **Methodology / Work plan**

The research is intended to provide both quantitative and qualitative information in relation to each Research Topic. The Bidder may select any of the following research criteria, e.g. desk review, literature review, field research, comparative analysis etc., or, optimally, a combination of one or more of the aforesaid criterion subject to the chosen Research Topic.

Subject to discussions between the researcher and the MoHR, the methodology to be used is expected to comprise:

- A preparatory discussion with the MoHR / Editorial Committee to discuss expectations, parameters and methodology;
- A desk review of existing literature and data on the relevant legal and social areas in relation to the relevant Research Topic;



- In-depth telephone/virtual/in person interviews with relevant stakeholders, including:
  - Federal government ministries;
  - Provincial government departments;
  - Development organisations working in the relevant sectors;
  - Other relevant stakeholders; and
  - Researchers undertaking field research in relevant sectors.
- A joint workshop with the Bidders team developing the Research study on with the Editorial Committee;
- A presentation of the first draft findings; and
- A presentation of the final Research Study.

**NOTE: The aforesaid Methodology / Work plan is to be used on an indicative, non-exhaustive, basis and each Bidder is required to provide their own comprehensive Research Methodology / Work Plan based on the guidelines in this TOR document.**

### **Ethical Guidelines**

In relation to the interviews and focus group discussions the researcher should adhere to international best practices in conducting the research, including the following:

- Ensure that all interviewees understand the purpose of the research and how the findings will be used;
- Obtain informed consent from interviewees and notify them of the arrangements for confidentiality;
- Notify participants that they are free to stop at any time;
- Conduct the interviews in local language;
- Be sensitive to cultural norms; and
- Comply with the legal requirements in place regarding social distancing, presence of staff in offices, limitations of gatherings and safe working practices.

### **Bidders Responsibilities - Expected Outputs:**

The researchers are expected to produce a qualitative research study of a maximum of 25,000 words in English, excluding the executive summary, bibliography, figures and annexes.

The study will contain a tabulated record of identified stakeholders and the relevant issues / challenges posed by the relevant research topic and, where possible, a rationale /reason for the prevalence and exacerbation of the relevant issues under consideration.

Coordination with researchers engaging with the relevant stakeholders will be required.

In addition to the foregoing, the following outputs are expected during the research process:

- An inception report, to include the proposed methodology, timelines, and a draft outline of the main chapter headings and structure of the report, to be agreed with the MoHR;
- Appropriate research tools to be implemented during the research, including lists of questions for interviews and focus group discussions;
- The identification and documentation of case studies;
- A draft report, including an executive summary, bibliography, figures and annexes; and
- PowerPoint slides for the presentation of the report findings.

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract,

right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

**Name of Employer:** .....

**Name of Supplier:** .....

**Signature:** .....

**Signature:** .....

**[Seal]**

**[Seal]**

**DOCUMENTARY EVIDENCE: BID FORM-01**

**Name of the Firm:** \_\_\_\_\_

**Bid Reference No:** \_\_\_\_\_

**Date of opening of Bid.**\_\_\_\_\_

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement as mentioned in column-1.

**Bidders are required to mention the exact page number of relevant documents placed in the Bid.**

<b>S#</b>	<b>Required Documentation</b>	<b>Provided (Yes / No)</b>	<b>Supporting Document Name and Page No.</b>
1.	Cover Letter		
2.	Organization Incorporation/Registration Certificate.		
3.	NTN Certificate.		
4.	GST Certificate.		
5.	FTN Certificate / Tax Exemption Certificate ( <i>for public sector only</i> ).		
6.	On Active Tax Payers List of F.B.R.		
7.	Complete Organization Profile with Qualified Technical Team/Professionals/Staff members etc.		
8.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is not		

	insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization for corrupt and fraudulent practices.		
9.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year (subject to any exemptions under applicable laws in case of Public Sector Organisations only). <b>Taxpayer's list serial number (Active Taxpayers List (ATL) is downloadable from Federal Board of Revenue's (FBR) website) is also to be mentioned.</b>		
10.	<b>One sealed envelope containing, separately, Technical and Financial Proposals.</b>		
11.	Submission of the required amount of Bid Bond and Performance Guarantee.		
12.	Bid Validity of 60 days.		
13.	Compliance with General Terms and Conditions and other instructions / requirements laid down in this Bidding Document.		
14.	Reasonable experience, expertise and resources for the completion of the project.		
15.	<b>A 800-word abstract on the selected Research Topic(s).</b>		
16.	Original Bid Proposal documents duly signed/stamped.		
17.	All documents to be properly tagged, annotated and labelled.		

**COVER LETTER: BID FORM-02**

Bid Ref. No. \_\_\_\_\_

Date of the Opening of Bid Proposal

**Name of the Contract:** \_\_\_\_\_

**To: Ministry of Human Rights, Islamabad**

Dear Sir,

Having examined the bidding document, including addenda no(s) [insert numbers & date of individual addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the services for execution of “[**insert research study name**]” in accordance with your Bidding Document dated [**insert invitation to bid advertisement date**] and at the rates/unit prices described in the price schedule provided in Financial Proposal or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the conditions specified in the Bidding Document and, we further undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the Bidding Document.

We agree to abide by this bid, for the bid validity period specified in the Bidding Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period of, which is 60 days from the date of advertisement.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Proposal you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the Contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per Bidding Document and have duly provided bid security @ \_\_\_% of the total bid value, in the shape of pay order/demand draft/ call deposit in the name of \_\_\_\_\_ with our Financial Proposal.

\*We also confirm that if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition on the constitution of the joint venture shall not be altered without the prior consent of the MoHR.

\*[This clause does not apply if bidder is a single firm]

Dated this [insert: number] day of [insert: month], [insert: year].
---

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

[insert: title or position]

Duly authorized to sign this bid for and on behalf of: \_\_\_\_\_

[Insert: name of Bidder]



**BIDDER'S PAST PERFORMANCE: BID FORM-03**

Name of the Bidder: \_\_\_\_\_

Bid Reference No: \_\_\_\_\_

Date of opening of Bid: \_\_\_\_\_

Assessment Period:(Minimum 05 Years)

Sr. #	Name of Assignment	Client Name (also include details of any referees)	Scope of Work & Duration (also specify if national or international task)	Value of Assignment (in PKR)	Final Report (web link or attached as annexure)

- Bidders may use additional Sheets if required.
- Assignment completion certificates are to be attached with this form.

Signature: .....

Designation: .....

Date: .....

Official Stamp: .....

**FORMAT FOR TECHNICAL PROPOSAL – BID FORM 04**

**Technical Proposals not submitted in this format may be rejected.**

**Financial Proposals must be submitted separately, in the same envelope.**

The Bidder is requested to include a [one/half/quarter] page value statement indicating why they are most suitable to carry out the assignment.

Name of Proposing Organization	
Country of Registration	
Type of Legal entity	
Name of Contact Person for this Proposal	
Address	
Phone	
E-mail	

<b>Section 1.0: Expertise and Capability of Bidder</b>	
1.1	<b>Organizational Structure</b> <ul style="list-style-type: none"><li>• <u>Background</u>: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.</li><li>• <u>Financial capacity</u>: The Bidder shall demonstrate its financial capacity and reliability with regard to the requirements of the Bidding Document, which can be established by supporting documentation including for example the most recent research assignment completed for governmental and international organisations.</li></ul>
1.2	<b>Research Studies / Papers published over the last 5 years.</b> <ul style="list-style-type: none"><li>• Provide details of research studies / papers published over the last 5 years. Weightage will be given to assignments of similar nature to the present research topics.</li></ul>
1.3	<b>General Organizational Capability</b>

	<ul style="list-style-type: none"> <li>• Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).</li> <li>• Include a description of past and present experience and relationships that have a direct relationship to the performance of the terms and conditions contained in the Bidding Document. Include relevant collaborative efforts the organization may have participated in.</li> <li>• Explain any partnerships with local or other organizations relevant to the performance of the terms and conditions contained in the Bidding Document. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.</li> </ul>
1.4	<p><b>In-House Institutional Capabilities</b></p> <ul style="list-style-type: none"> <li>• Provide details of a designated and specialised research institution / department / wing in your Organisation. Also provide specific details of any journal or publications being published through staff members and/or students, volunteers etc.</li> </ul>
1.5	<p><b>Relevance of Specialized Knowledge and Experience on Similar Projects</b></p> <ul style="list-style-type: none"> <li>• Detail any specialized knowledge that may be applied to performance of the tasks assigned under the Bidding Document. Include experiences in the region.</li> <li>• Describe the experience of the organization performing similar services. Previous experience with Government/academic institution/NGO/UN agencies is highly desirable.</li> <li>• Provide at least 3 references.</li> </ul>
<b>Section 2.0. Proposed Work Plan and Approach</b>	
2.1	<p><b>Analysis approach, methodology</b></p> <ul style="list-style-type: none"> <li>• Provide a description of the organization’s approach, methodology, and timeline for how the organization will achieve the project objectives.</li> <li>• Explain the organization’s understanding of the Ministry of Human Rights needs for the services.</li> </ul>
2.2	<p><b>Conformity of Work Plan, timeline and deliverables.</b></p> <ul style="list-style-type: none"> <li>• Provide a detailed description of how the work plan and timelines will be managed in the most efficient manner to achieve the objectives of the project.</li> </ul>
2.3	<p><b>Quality of Abstract on the Research Topic</b></p>

- The Abstract on the Research Topic shall layout the foundational outline for the various components, issues, objectives and goals of the Research Study.

**Section 3.0: Resource Plan/ Key Personnel**

3.1 Composition of the team proposed to perform the assignment, and the work tasks (including supervisory) (e.g. Team Leader, Associate Researcher, Field Officer, Data Analyst etc.).

- Describe the availability of resources in terms of personnel and facilities required for the performance of the assignment. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location, reporting lines, together with a description of such organization of the team structure, should be submitted.

3.2 Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.

- Highlight the relevant academic qualifications, specialized trainings and pertinent work experience
- Please use the format below, with each CV no more than **three** pages in length

3.3 Team Leader’s Qualification:

- Ph.D., M.Phil. or Master’s Degree in law, political sciences, public policy, human rights, development studies, and/ or any related social science discipline.

**Sample CV template:** *[Adjust per needs]*

Name	
Position for this Assignment	
Education and other qualification	
Certifications / Memberships	

Employment Record: [Insert details of as many other appropriate records as necessary]  
 From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Positions held: \_\_\_\_\_

<p>Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR)</p> <p>[Insert details of as many other appropriate assignments as necessary]</p>		
Period: From – To	Name of Project/Organization	Job Title, main project features, and Activities undertaken
Reference (Minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	

## **FORMAT FOR FINANCIAL PROPOSAL: BID FORM-05**

Pursuant to the Bidding Document, all Bidders must submit the financial proposal separately from the technical proposal. The components of the total price must give sufficient detail to allow the MoHR to evaluate the proposal's compliance with the requirements of this Bidding Document's terms and conditions. For the Contract term, the Bidder must submit a detailed breakdown of the cost elements connected with each line item and those costs related to any proposed subcontract/sub-awards. Separate figures should be provided for each functional grouping or category.

In addition, the financial proposal must include, but not necessarily be limited to, the following documents:

1. **Price Breakdown**: The price must cover all the services to be provided and must itemize the following:
  - An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, administrative costs of employing the expert and the margin covering the Bidder's overhead and backstopping facilities.
  - An all-inclusive daily subsistence allowance (DSA) rate (otherwise known as a "per diem rate") for every day in which the experts shall be in the field for purposes of the assignment, if applicable.
  - An all-inclusive amount for necessary travel and related expenses by the most appropriate means of transport, if applicable.
  - If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment.
  - Summary of total cost for the services proposed.
  
2. **Schedule of Payment**: The Bidder may express the proposed schedule of payment, and the MoHR will make payment in the currency of the proposal. The Bidder must ensure that the payment schedule is in line with the delivery of the outputs specified in their technical component.

### **A. Cost Breakdown per Deliverables**

	<b>Deliverables</b>	<b>Percentage of Total Price</b>	<b>Price (Lump Sum/All Inclusive)</b>	<b>Delivery Time/Time Period (if applicable)</b>
1.				
2.				
	<b>Total</b>	<b>100%</b>	<b>PKR</b>	

**Or**

**B. Cost Breakdown by Resources**

<b>Description</b>	<b>Quantity</b>	<b>Number of Unit</b>	<b>Unit Cost (PKR)</b>	<b>Total Cost (PKR)</b>
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operation Cost				
Technical assistance and capability building	1 lump sum			
Publication (seminar/launching of the report, printing, etc.)				
<b>Total</b>				

**Note:** This spreadsheet should be accompanied by a short narrative summary that explains the figures supplied and that adds any relevant information that has been used to make the calculations.

**Signature of Financial Proposal**

The Financial Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

\_\_\_\_\_

(Name of Organization)

\_\_\_\_\_

Signature/Stamp of Entity/Date

Name of representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



## **BID BOND – BID FORM 06**

### **Bid Bond (Bank Draft/Pay Order)**

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Name and Address of Employer]

Date: [insert: date]

BID BOND No.: [insert: Bid Bond Number]

We have been informed that [insert: name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert: bid date] (hereinafter called "the Bid") for the execution of [insert: name of contract] under Invitation for Bids No. [insert: Bidding Document Reference number].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] ([insert: amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Proposal or any extension of the period of bid validity which the Bidder subsequently agreed to;
- b) having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract, (ii) failed or refused to furnish the performance security / guarantee, if required, in accordance with the Bidding Document, (iii) fails to deliver the finalised [insert: details of final product] within the stipulated time period; or

- c) is found indulged in corrupt, fraudulent, collusive or coercive practices or has concealed material facts.

This guarantee will expire:

- a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- b) if the Bidder is not the successful bidder, upon the earlier of
  - i. our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or
  - ii. thirty (30) days after the expiration of the Bid's validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

**PERFORMANCE GUARANTEE – BID FORM 07**

To: **Ministry of Human Rights, Islamabad**

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

WHEREAS [Name and Address of the Bidder] (hereinafter called "the Bidder") has agreed to supply the Services and render the Services against contracted dated \_\_\_\_\_ entered between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the Contract") for the Contract value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Bidding Document that the successful Bidder shall furnish Performance Security, within ten (10) working days of the receipt of the Contract Award Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding Document to the Client, for a sum equivalent to Rs. \_\_\_\_\_ (to 10% of the contract value);

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Bidder a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Bidder commits a default under the Contract;
2. If the Bidder fails to fulfill any of the obligations under the Contract;

3. If the Bidder violates any of the provisions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to them. Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty (30) working days after the expiry of the Guarantee.

This Guarantee shall remain valid up to \_\_\_\_\_ or all obligations have been fulfilled in accordance with the Contract, whichever is earlier. Date this \_\_\_\_\_ day of 20\_\_.

**Signature and Seal of the Guarantors/Bank**

Signature \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT AWARD LETTER - BID FORM-08**

**Bid Ref No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of the Tender:** \_\_\_\_\_

**Dear Sir/Madam,**

**AWARD OF CONTRACT**

Having examined your Bid Proposal for the above-mentioned bid through technical and financial evaluation dated \_\_\_\_\_, the Ministry of Human Rights has decided to award the Contract to your [University / Organisation / Firm etc.]. The draft Contract including all the terms and conditions enclosed therein, in this regard are being shared with you, you are advised to review it and if agreed, come to Ministry of Human Rights for signing of the Contract.

**(Signature and Stamp)**

**Dated**\_\_\_\_\_

**FORM OF CONTRACT – BID FORM-09**

**Draft Contract for conducting Research on [insert Research Topic name]**

This Contract is made in Islamabad on this \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_.

**Between**

**The Ministry of Human Rights**, having its registered office at 9th Floor, Kohsar Block, Pak Secretariat, Islamabad, Pakistan (hereinafter referred to as the “**MoHR**”, which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns of the First part);

**And**

(**Name of successful bidder**), a (**insert type of organisation**) incorporated and existing under the laws of Pakistan, having its registered office at (**insert address**) (hereinafter referred to as the “**Service Provider**” which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns) through its duly authorized representative namely (insert designation) of the Service Provider, of the Second Part;

The MoHR and the Service Provider may hereinafter collectively be referred to as the “**Parties**” and individually as a Party.

**Recitals**

- A.** The Service Provider agrees to perform the services in accordance with the terms described in the Bidding Document which is attached herewith to this Contract as **Annexure A.**
  
- B.** All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.

- C. Against the provision of satisfactory and acceptable services, the Service Provider shall receive agreed compensation as stated in the Bidding Document and this Contract.

## **1. Definitions and Interpretations**

The following words and expressions shall have the meaning defined hereunder:

- a. **“Approved” or “Approval”** means approved in writing by the MoHR and/or the Service Provider.
- b. **“Bidding Document”** means the bidding document, and its annexures and schedules, issued by the MoHR for the purpose of carrying out the bidding process.
- c. **“Day”** means calendar day of the Gregorian calendar.
- d. **“Deliverables”** means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the Scope of Work of the Bidding Document.
- e. **“Services”** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the Bidding Document.
- f. **“Intellectual Property Rights”** means all deliverables or reports which arise as a result of the study.

Singular and Plural: Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

## **2. Obligations of the Ministry of Human Rights**

- 2.1. The MoHR agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the MoHR regarding the Services.
- 2.2. When requested and deemed necessary, the MoHR shall provide the Service Provider in writing a reasonable description of the deliverables required along with any additional information required to perform the Services.
- 2.3. The MoHR shall provide such information for the term of this Contract as may be required by the Service Provider as far as reasonably practicable and without liability on the part of the MoHR.

### **3. Obligations of the Service Provider**

- 3.1. The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the MoHR indemnified against all penalties of every kind for breach of any of the same.
- 3.2. The Service Provider shall remain responsible for execution of the works as mentioned in the Bidding Document.
- 3.3. Maintain detailed records of all acts and things done in relation to the performance of this Contract and, at the MoHR's request, shall either make all such records available for inspection or shall provide the MoHR with true and accurate copies thereof;
- 3.4. Appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Contract;
- 3.5. Perform and deliver the Deliverables listed in the Bidding Document with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- 3.6. Complete and deliver all Deliverables and perform all its obligations under this Contract within the time stipulated in this Bidding Document and Contract.
- 3.7. Shall fully comply with any representations, warranties and undertakings provided in the Bidding Document and Contract relating to the quality and contents of the Deliverables;
- 3.8. Use its reasonable endeavours for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Bidding Document and Contract.



3.9. Comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under the Bidding Document and Contract;

3.10. Promptly and accurately respond to the review of the Deliverables by the MoHR, either by providing explanations of information or by responding to reasonable requests for revisions to the Deliverables.

#### **4. Primary Contacts**

The MoHR shall appoint one (1) individual within the organization to serve as primary contact between the MoHR and the Service Provider and to receive support.

#### **5. Contract Documents**

The Preamble and the following documents, form an integral part of this Contract. In case of any conflict between the terms of these documents and provisions of this Contract, such conflict shall be resolved with reference to the provisions of this Contract:

- a. The Contract
- b. its attached Annexures
- c. Annexure A: Bidding Document
- d. Subsequent Amendments

#### **6. Effective Date of Contract**

This Contract shall become effective from [**insert date**] and shall remain valid until [**insert date**] (“**Effective Date**”) unless terminated earlier in accordance with the terms of this Contract. The Contract can be reviewed for another term after the expiry date on the terms and conditions mutually agreed upon between the Parties subject to the MoHR giving thirty (30) days advance notice to the Service Provider to that effect.

#### **7. Confidentiality**

The Parties shall not disclose the Contract, or any provision thereof, or any specification, plan, or information furnished by or on behalf of either party in connection therewith, to any person other than a person employed by either party in performance of the Contract. Disclosure to any

such employed person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.

7.1. Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Contract. Upon becoming aware of any loss, unauthorized use or disclosure of the MoHR's information, the Service Provider shall immediately notify the MoHR of such loss, unauthorized use or disclosure and indemnify the MoHR for the same.

7.2. Both Parties agree that, notwithstanding expiration or termination of the Contract for any reason whatsoever, the provisions relating to confidentiality shall survive the expiration or termination of this Contract and shall be continuing obligations unless the Parties agree to discontinue its effect.

## **8. Intellectual Property**

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in the Bidding Document and the obligations pursuant to this Contract will be the absolute property of the MoHR.

## **9. Taxes and Duties**

The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and performance of the Contract. Withholding tax shall be deducted as per applicable tax laws of Pakistan.

## **10. Assignment**

The Service Provider shall not change or assign the Contract or any part thereof, without the prior written consent of the MoHR, and such, consent, if given, shall not relieve the Service Provider from any liability or obligation under this Contract.

## **11. Prices and Payments**

11.1. The total price of the Contract including taxes shall not be in excess of **[insert amount]** (“Contract Price”).

11.2. The Contract Price set forth in this Contract is firm and final till execution of this Contract and receipt of entire services by the MoHR in acceptable condition.

11.3. No variation is acceptable to the MoHR with the exception of any price adjustment authorized by the conditions of this Contract.

11.4. Applicable taxes will be deducted when processing payments and deposited with FBR.

## **12. Duration of Contract**

The Service Provider shall provide services in accordance with the terms described in the Bidding Document as per the timelines specified therein starting from the Effective Date.

## **13. Termination**

### **13.1. Termination for Default**

The MoHR may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider terminate this Contract forthwith in whole or in part:

- a. If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the MoHR;
- b. If the Service Provider fails to perform any other obligation under the Contract and the Bidding Document;
- c. If the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the MoHR may authorize in writing) after receipt of the default notice from the MoHR.

### **13.2. Termination for Convenience**

The MoHR may terminate the Contract in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect sent to the Service Provider or after payment of proportionate amount of the Contract Price due subject to the satisfactory performance of the Service Provider to be determined by the MoHR.

## **14. Amendment**

No alteration, waiver or change in any of the terms of this Contract will be effective unless made in writing and duly executed by an authorized officer or representative of each of the Parties.

### **15. Entire Contract**

This Contract together with the attached Annexes contains the entire terms and conditions and constitutes the entire Contract between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of this Contract.

### **16. Survival**

All accrued rights of a Party shall survive the expiry or termination of this Contract as shall all clauses that by their nature are intended to do so, including, without limitation, obligations of Indemnity, Confidentiality and Dispute Resolution.

### **17. Indemnification**

The Service Provider agrees to indemnify, defend, and hold harmless the MoHR and its officers, agents, and employees, from any claim, real or imaginary, brought against the MoHR or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Contract; provided, however, that such provision shall not apply to the extent that the damage or injury results from proximate fault of the MoHR or its officers, agents, or employees.

### **18. Dispute Resolution**

Any dispute, controversy or claim arising out of or in connection with this Contract shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act 1940. The number of arbitrators shall be three (03) unless otherwise mutually agrees by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

### **19. Force Majeure**

For the purposes of this Contract “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

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

**IN WITNESS WHEREOF** the Parties have caused this Contract to be signed on the Day and Year above written.

**Signed for & on behalf of the MoHR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/20\_\_

**Signed for & on behalf of the Service Provider**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/20\_\_

**Witness – 1**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Signature: \_\_\_\_\_  
CNIC: \_\_\_\_\_

**Witness - 1**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Signature: \_\_\_\_\_  
CNIC: \_\_\_\_\_

**Witness – 2**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Signature: \_\_\_\_\_  
CNIC: \_\_\_\_\_

**Witness - 2**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Signature: \_\_\_\_\_  
CNIC: \_\_\_\_\_

**Note:** This Contract is a Draft Contract subject to change in terms and conditions upon negotiation with the successful Bidder during the award of the Contract. The Bidders should only follow the general terms and conditions, and instructions given in this Bidding Document for submission of their bids.