REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF CONSULTANCY SERVICES FOR THE "DEVELOPMENT OF CITIZEN FACILITATION PORTAL" UNDER THE PROJECT "ESTABLISHMENT OF PILOT CITIZEN FACILITATION CENTER IN PESHAWAR"

(ADP # 2129-190431)



Bid Reference Number: KPITB/21/RFP/025

Last Date/Time for Submission: August 16, 2021 at 02:30 PM

Bid Opening Date/Time: August 16, 2021 at 03:00 PM

KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD- KPITB GOVERNMENT OF KHYBER PAKHTUNKHWA

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SECTION-01. LETTER OF INVITATION

LETTER OF INVITATION

Invitation/File No: KPITB/21/RFP/025

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

Dear Sir/Madam.:

1. The *Khyber Pakhtunkhwa Information Technology Board- KPITB* (hereinafter called "Procuring Entity") invites technical and financial proposals to provide the following consulting services:

PROCUREMENT OF CONSULTANCY SERVICES FOR THE "DEVELOPMENT OF CITIZEN FACILITATION PORTAL" UNDER THE PROJECT "ESTABLISHMENT OF PILOT CITIZEN FACILITATION CENTER IN PESHAWAR".

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

- 2. This Request for Proposal (RFP) is for all experienced & eligible consultants/firms.
- 3. A firm will be selected under Quality & Cost Based Selection (QCBS) System and procedures described in this RFP and TORs, in accordance with the KPPRA Rules 2014.
- 4. The RFP includes the following documents:
 - Section 1 Letter of Invitation
 - Section 2 Instructions to Consultants (including Data Sheet)
 - Section 3 Technical Proposal Standard Forms
 - Section 4 Financial Proposal Standard Forms
 - Section 5 Terms of Reference
 - Section 6 Conditions of Contract
- 5. Please inform us in writing at the following address 134-136, Industrial Estate, Hayatabad, Peshawar.

Yours sincerely

Assistant Director Procurement

Khyber Pakhtunkhwa Information Technology Board (KPITB)

Telephone # Tel: 091-5891516

 $\hbox{E-mail: mohmand.imran@kpitb.gov.pk}$

SECTION-02. INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

1. Definitions

- a) "Procuring Entity (PE)" means Khyber Pakhtunkhwa Information Technology Board (KPITB).
- b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals. Here the consultant means the firm providing the mentioned services to KPITB.
- c) "Contract" means an agreement enforceable by law and includes Conditions of the contract.
- d) "Data Sheet" means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- e) "Day" means calendar day including holiday.
- f) "Government" means the Government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- i) "Proposal" means the Technical Proposal and the Financial Proposal.
- j) "RFP" means the Request for Proposal prepared by the procuring Entity for the selection of consultants.
- k) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, Payment terms and exacted results and deliverables of the assignment.

2. Introduction:

- 2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposals will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a preproposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring entity to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - (ii) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.
 - (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationship:

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

4. Fraud and Corruption:

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

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

Under Rule 44 of KPPRA 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the KPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

5. Integrity Pact:

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

6. Eligible Consultants:

- 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same Partner(s) and Joint Venture structure that had been pre-qualified are eligible as mentioned in the Data Sheet.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible as in Data sheet.

7. Eligibility of Sub-Consultant:

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

8. Only One Proposal:

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

9. Proposal Validity:

The Data Sheet indicates Proposal's validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to

such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents:

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimated number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

- 13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:
 - i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
 - ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - iii. It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working

relationship with it.

- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
 - i. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3).
 - iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3).
 - iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last (PE may give number of The Technical Proposal shall not include any financial information years as Per their requirement) years.
 - v. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3).
 - vi. A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3).
 - vii. Any additional information requested in the Data Sheet.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. All the cost shall include government applicable taxes.

15. Taxes:

15.1 The Consultant shall be subject to all admissible taxes including KPRA, stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

- Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants. The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation:

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

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

18. Evaluation of Technical Proposals

- The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the TOR. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

19. Evaluation of Financial Proposal

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants

who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

- 19.2The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

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

21. Technical Negotiations:

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.

22. Financial Negotiations:

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e., Financial Proposal – Standard Forms of this RFP).

23. Availability of Professional staff/experts:

SECTION-02. INSTRUCTIONS TO CONSULTANTS

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract:

- After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.
- 24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality:

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

DATA SHEET

2.1	Name of the PE: Khyber Pakhtunkhwa Information Technology Board (KPITB)
	Name of the Assignment: Procurement of Consultancy Services for the "Development of Citizen Facilitation Portal" under the Project "Establishment of Pilot Citizen Facilitation Center in Peshawar".
	The method of selection: Quality & Cost Based Selection (QCBS) System The Edition of the Guidelines is: KPPRA Rule 2014
	The Name of the PE's official (s): Mr. Imran- Assistant Director Procurement Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar. Telephone: 091-091-5891516 E-mail: mohmand.imran@kpitb.gov.pk
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes
2.3	Pre-Proposal Meeting: Pre-proposal meeting shall be on Dated: July 16, 2021, 10:30AM at KPITB office Peshawar.
2.5	Input & Facilities provided by PE: All Possible input & facilities will be provided by the PE.
6	Eligibility of Consultant: RFP is open to all the potential bidders to apply as no EOI has been issued in this tender.
7	Eligibility of Consultant: No EOI has been issued, so there are no shortlisting consultants. A sub-consultant may associate with only one consultant, association with more than one consultant would not be allowed.
9.1	Proposal Validity: Proposal's validity that shall be 90 days. The Procuring Entity may ask for extension in proposal validity if required.
10.1	Clarification and Amendment in RFP Documents: Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Plot # 134-136, Industrial Estate, Jamrud Road. Hayatabad, Peshawar Facsimile: E-mail: mohmand.imran@kpitb.gov.pk
11.2	Preparation of Proposals: Costing shall be made on the basis of deliverables as per TORs.
12	Language: The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English, However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
13.1 (ii)	System for Selection of Consultant: Quality and Cost based selection (QCBS) as mentioned in the TORs section.
13.1 (iii)	Proposed Staff: All the proposed staff shall be permanent employees of consultant as mentioned in the TORs.
13.1 (iv)	Professional Staff Experience: As mentioned in the selection criteria in the TORs section.
13.2	Technical Proposal: Technical proposal shall be prepared on the guidelines mentioned in section-3 and TORs in this RFP.
14.1	Financial Proposal: The consultant shall prepare the financial proposal in the standard format in section- 4 of this RFP and must include all the cost including training, transportation, office, printing etc., and applicable taxes, duties etc., in the financial proposal. Cost shall be stated in local currency i.e., Pakistani Rupees.
15.1	Taxes: Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges etc.

SECTION-02. INSTRUCTIONS TO CONSULTANTS

16.2	Proposal Submission: Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal in a single package.
16.4	The Proposal submission address is: Plot # 134-136, Industrial Estate, Jamrud Road. Hayatabad, Peshawar. Proposals must be submitted no later than the following date and time: August 16, 2021 till 02:30 PM
18.1	Evaluation of Proposals: Quality and cost-based selection (QCBS) procedure shall be followed. Selection Criteria is available in Section-5.
19	Evaluation of Financial Proposal: Financial proposal shall be evaluated under QCBS system as per procedure mentioned in the TORs section of this RFP.
20.1	Negotiations: Negotiations if needed shall be communicated to the consultant.
24.2	Performance Security: Successful consultant is required to submit 10% Performance security in form of CDR or bank guarantee.
24.3	Expected date for commencement of consulting services: Soon after the award of contract

 $^{^{1}}$ Consideration may also be given to the number of Pages submitted as compared to the number recommended under Para. 3.4 (c) (ii) of these Instructions.

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

TECH-1: Technical Proposal Submission Form

TECH-2: Consultant's Experience

TECH-3: Curriculum Vitae (CV) for Proposed Professional Staff

TECH-4: Description of the Approach, Methodology and Work Plan for Performing the

Assignment

TECH-5: Team Composition and Task Assignments

TECH-6: Staffing Schedule

TECH-7: Work Schedule

FORM TECH-01- TECHNICAL PROPOSAL SUBMISSION FORM

To:

Khyber Pakhtunkhwa Information Technology Board (KPITB)

Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar

Telephone: 091-091-5891516

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

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for "Provision of Consultancy Services for Employable Digital Skill Trainings for the Youth of Merged Areas of KP" in accordance with your Request for Proposal dated: ______ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We undertake that if after the award of contract or during the execution of the project, if any information or document is found fake or misinterpreted, the PE will have the right to cancel contract and to impose the penalty or add in the blacklist or not to pay any expense made or recover all the payment or impose all.

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

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-02: CONSULTANT'S EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted for carrying out consulting services similar to the ones requested under this Assignment. Please provide Client's certification and/or evidence of the contract agreement.]	Cost of the Project:				
Assignment name:					
Country:	Duration of assignment				
Location within country:	(months):				
Name of Client:	Total No of staff-months (by your firm) on the assignment:				
	Total value of the consultancy agreement				
Start date (month/year): Completion date (month/year):	2. Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):				
Name of associated Consultants, if any:	No of professional staff- months provided by associated Consultants:				
Name of senior professional staff of your firm involved and functions performs significant profiles such as Project Director/Coordinator, Team Leader):	ormed (indicate most				
Narrative description of Project (You may attach one extra sheet-one side only):					
Description of actual services provided by your staff within the assignment	t:				
1. Firms Name:					
2. Completion Certificate/ Contract/ Work-Order/ Certificate by the Client performance of the above consultancy service.	t / Employer that proves the				

FORM TE	CH-03: C	URRICU	LUM VITA	AE (C\	/) FOR I	PROPO	SED PRO	FES	SIONAL STAFF
1. Proposed Position	1. Proposed Position [Title of the position]:								
2. Name of Firm [II	nsert nam	e of firn	n proposing	g the s	staff]:				
3. Name of Staff [II	nsert full	name]: _							
4. Date of Birth:		Na	tionality: _						
5. CNIC No (if Pakis	stani):			or P	assport	No:			
6. Education:									
Degree	Ma	jor/Min	or l	nstitu	tion		Complet	tion	Date (MM/YYYY)
_									
									cation were obtained]: speaking, reading, and
10. Employment F					•				in reverse order every ment on the following
Employer		Ро	sition		From (MM/Y	YYY)		To (MM/YYYY)
11. Employment Record (International) [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment on the following format:									
Employer	Country		Position		From (MM/YYYY)			To (MM/YYYY)	

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

12. Detailed Tasks	Assigned						
[List all tasks to be	performed under	r this assignment]				
13. Certification:							
I, the undersigned	d, certify that to	the best of my	knowledge and belief, this	s CV correctly describes			
myself, my qualifi	cations, and my	experience. I u	nderstand that any willful	misstatement described			
herein may lead to	my disqualificati	on or dismissal, i	f engaged.				
Signature of staff	member or autho	orized representa	ative of the staff]				
. 0		•	•				
Full name of authorized representative (attach authority letter):							
Date: (Day/Month,	Date: (Day/Month/Year)						

FORM TECH-04: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

- a) Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.
- c) Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-05: TEAM COMPOSITION AND TASK ASSIGNMENTS

	Professional Staff							
S. No.	Name of Staff	CNIC No./Passport	Firm	Area of Expertise	Position	Task Assigned	Full time/part time/consultant	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-06: STAFFING SCHEDULE	
Full time input	
Part time input	

S. No.	Name of Staff ¹	Staff input (in the form of a bar chart) ²						Total	
		Duty	Jan	Feb	Mar	Apr	May	Jun	
		L	ocal Sta	aff	L	I.	L	L	I
1		Home							
		Field ³							
2		Home							
		Field							
3		Home							
		Field							
4		Home							
		Field							
5		Home							
		Field							
	Foreign Staff								
06		Home							
		Field							
And so on									
	Grand Total								

- 1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3. Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-07: WORK SCHEDULE

S. No. Activity ¹					Month ²				
		Jan	Feb	Mar	Apr	May	Jun		

- 1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2. Duration of activities shall be indicated in the form of a bar chart

SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used whichever is the selection method indicated in the Letter of Invitation.

SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS

Address:

FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM
То
Imran Assistant Director (Procurement) Khyber Pakhtunkhwa Information Technology Board (KPITB) Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar Telephone: 091-5891516 E-mail: mohmand.imran@kpitb.gov.pk
Dear Sir/Madams:
We, the undersigned, offer to provide the consulting services for "Provision of Consultancy Services for Employable Digital Sills Trainings for the Youth of Merged Areas of KP" in accordance with your Request for Proposal dated: Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:
Name and Address of Agents: Amount and Currency: Purpose of Commission or Gratuity: We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:

FORM FIN-02: SUMMARY OF COSTS

	Costs
Item	Indicate Local Currency
Total Costs of Financial Proposal	

FORM FIN-03: BREAKDOWN OF COST BY ACTIVITY

Bidders shall submit their financial proposal according the format given below

S#	Description of Deliverable/ Services	Unit	Quantity	Quoted Price	Total
1					
2					
3					
4					
5					
6					
7					
8					
	Sub-total excluding Taxes				
	Taxes (GST/Service Tax)				
	Total including Taxes				

SECTION-05: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR THE HIRING OF A CONSULTANCY FIRM FOR THE "DEVELOPMENT OF CITIZEN FACILITATION PORTAL"

1. BACKGROUND:

Khyber Pakhtunkhwa Information Technology Board is mandated to plan and execute computerization, automation and all ICT related Government initiatives. In line with the mandate of KPITB and growing need for the improved services to citizens through digitization of Government processes and services; the provincial Government has approved the Digital Policy in 2018, having focus on four areas:

- Digital Access
- Digital Governance
- Digital Skills
- Digital Economy

Digital governance focuses on improving the institutional capability of the provincial government to deliver better public services, improve accountability, productivity and efficiency with better citizen engagement. Citizen interaction and feedback will drive continuous service improvement. The KP Government foresees that digital transformation will enable a true democratic culture in the province and move us towards the participatory form of democracy where citizens are the center point of Governance.

The consultancy assignment shall take into consideration the Business Process Review and development of the software of the selected services mentioned below. In addition, assess any bottlenecks and delays caused by the entire manual procedures of the current operations of the department, which may involve approvals, RACI (responsibilities of actors), documentation, scheduling, filing, and secondary/tertiary level manual procedures involved in the approvals.

There are a number of departments in the public sector which are involved in the provision of services to citizens. The backend operations being adopted for the delivery of most of the services are manual or semi-automated. KPITB conducted consultative sessions with all the above stakeholder services delivery departments. As an outcome, the following services are selected for the scope of this project.

- 1. Local Government, Election and Rural Development Department
- 2. Revenue and Estate Department
- 3. Excise, Taxation and Narcotics Control Department
- 4. Home & Tribal Affairs Department
- 5. Respective DC Offices

End-to-end process automation, digitalization, and offering of the following services through a single integrated platform (Web, Mobile based, and through citizen facilitation centers) will the scope of this project.

Table 1.1

Departments	Services					
Local Government,	1. Birth Certificate					
Election and Rural	2. Death Certificate					
Development	3. Divorce Certificate					
Department	4. Marriage Certificate					
	Services Details:					
	Directorate General Local Government issuances of Death, Birth, Divorce					

and Marriage certificates and is the mandate of DG LG under Local Government Department. Recently, Local Government Department has signed MoU with National Database Regulatory Authority (NADRA) to implement the software for entry at Village Council/ Neighborhood Council (VC/NC) level. NADRA will charge fee in issuance of these certificates.

A Public interface is proposed to empower citizen to update/enter data online from their homes/offices and Central data Bank shall available with each VC/NC for issuance of Certificates. Upon entrance of online data Secretary VC/NC will revalidate the data and request will be forwarded to NADRA for issuance of Certificate. A total 4711 VCs/NCs will be covered.

5. Water Connection and Billing

There are seven (07) Water and Sanitation Services Companies (WSSCs) in Khyber Pakhtunkhwa. These companies are working as Government autonomous bodies under the administration of Local Government Department. WSSCs are providing services of water and sanitation to the citizens in their respective designated areas.

Under the Citizens Facilitation Portal, citizens would be enabled to apply for new water connection, deposit water billing online, request for disconnection and check bill duplication online. The concerned Tehsil Municipal Administration (TMA)/ Local Area Authorities (LAAs)/WSSC would respond to the request accordingly. Few of the WSSCs have already digitalized the services and are available on their respective websites (link to WSSc's website: https://www.lgkp.gov.pk/wssc). However, after initial assessment, the digitalized services would be improved and integrated through APIs with the Portal, whereas the rest of the services would be digitalized and be integrated in the Citizens Facilitation Portal.

6. Application for Trade Licenses

Tehsil Municipal Administrations (TMAs) issue trade license to small businesses and cattle fair shows, Addas etc. An online standard application will be developed to gather information from the citizen and admin approve the request accordingly to issue NOC.

7. Complaint Management System

A centralized complaint management system will be developed across the Portal where all citizens would be enabled to lodge complaints, post suggestions and share their experiences. The complaint would be received by Administrator of the system who will have access to see all incoming complaints and forward complaint to relevant department, the department will entertain the complaint and citizens will be updated accordingly. Citizens would have provision to mark rating against their complaints/suggestions.

8. Waste disposal and drainage clearance

Cleanliness and drainage clearance is important component of service delivery. To bridge the gap between the citizens and Government, waste disposal and drainage reporting system is need of the day. Public will report waste collection and stoppage of drainage and respective TMA/WSSC will respond accordingly to remove/clear the disposal and

SECTION-05: TERMS OF REFERENCE (TOR)

drainage. Total 129 TMAs and 11 LAAs are operational in the Khyber Pakhtunkhwa.

9. Mobile App for Building Plan Approval

An online web-based application for Building Plan Approval platform has been developed and implemented where citizen can apply online for Building Plan Approvals (link to platform: https://bca.lcbkp.gov.pk). The requests for building plan approvals are entertain online by the Architects, Patwari, Drafts, Technical Committee and finally approval/NOC is generated to the requester.

A Mobile App will be developed for easy access to facilitate the public to apply for Building Plan Approval from their smart phones. The web-based application would be integrated in the Citizen Facilitation Portal through APIs. Some APIs are developed for Mobile app where inspectors from various TMAs are sending pictures and updated status of the approved building/construction along with geo-coordinates. While the rest of the APIs need to be developed for the newly developed App/ or existing App (depending on future requirements and feasibility). Currently the department is using a Mobile App for inspection purpose only i.e. online apply for building plan and approval is not covered in the mobile app, the app is available on Google play store (link:

https://play.google.com/store/apps/details?id=com.azess.apps.kpitb)

10. Encroachment management system

This system will be used for reporting of encroachment and citizen feedback will be reported to gauge the performance of the concerned entity.

11. E-Property Transfer

Online system is proposed for the transfer of property under the jurisdiction of TMAs/LAAs.

Revenue and Estate Department

12. Request for Correction of Land Record (Jamma Bandi)

- Citizens would send application for correction of Land Record with details to the Additional Deputy Commissioner (ADC)
- ADC forwards application to Tehsildar
- Tehsildar forwards it to Gardawar
- Gardaware forwards it to concerned Putwari
- Putwari checks his record and submits report / for approval of corrected version for correction in (existing) digitized record while for manual record correction is reflected in manual record by halqa putwari.

13. Request for obtaining attested copies from the District Kanungo (DK) Room/OK Office

- Citizens would send application to concerned DK/OK
- DK/OK provide attested copy of required document to requester

14. Request for the Land Record and Boundary Identification (Had Barari)

Citizens would send application to Assistant Commissioner (AC)

Excise, Taxation and Narcotics Control Department	 AC forwards application to concerned Tehsildar Tehsildar forwards application to Gardawar Gardawar visit the location along with Putwari to identify boundary as per (existing) record. File Tracking Management System of Record Room Verification of vehicles from the manufacturing companies Delivery of registration books and number plate.
Home and Tribal Affairs Department	18. Arms License This initiative will help Home & Tribal Affairs department to augment already automated arm licenses issuance system and its processes (issuing, renewal and monitoring system) to attain efficiency & effectiveness to the optimum level. This initiative will also help citizen to attain this facility as their doorstep or designated facilitation centers with an aim to provide e-services to citizens and bring greater transparency in government-citizens interactions. Processes to be digitalized Arms manufacturers' record with production Arms license agent's module to map production and issuance Online and computerized submission of all forms at the Deputy Commissioner Offices/Citizen Facilitation centers in One window mode. Integration with other relevant systems Option for online payment of processing fee Record of Arms productions, arms transportation and issuance of smart cards and its tracking Adding the following features to the already automated Smart Card system; Verification of smart card through NADRA Weapon owner trackability through CNIC Machine readability via barcode integration, and secure lamination on both sides. Adding sufficient security features to make it as foolproof and secure as possible
Revenue and Estate Department/DC Office	19. Domicile Certificate Citizen would request for the domicile certificate after fulfilling codal formalities, the request would be received by the Tehsildar who will check and forward the request to the Additional AC/AC or Additional Deputy Commissioner who would finally approve the certificate. Citizens would be enabled to receive the final Domicile Certificate. Moreover, option for the online verification of domicile certificate will also be available. There are 35 districts including merged districts of the Khyber Pakhtunkhwa, and each district has a Deputy Commissioner Office who shall issue Domicile Certificate to its citizens.

2. OBJECTIVE

Objective of this document is to provide Terms of Reference to the consultancy firm which shall be hired to automate and digitalize the services of various Khyber Pakhtunkhwa government departments as given in the above table 1.1.

SECTION-05: TERMS OF REFERENCE (TOR)

3. SCOPE:

To automate and digitalize the backend workflow/processes of the departments offering inter/cross departmental citizen facing services as mentioned above and to provide a single online interface where citizens could obtain information related to the defined services and could apply for acquisition of these services in a one window platform. Moreover, to provide interfaces to departments for processing requests and mapping the progress on a centralized dashboard. Centralized dashboard would be developed for the decision makers.

Citizens would be able to receive notifications through email/SMS and via envisioned platforms. The platform would be integrated with the Integrated Digital Payment Platform of KPITB and or any other platforms for the digital payment of processing fees where applicable. The source code after being tested to ensure the absence of any security issues, along with complete documentation, manuals, APIs etc. will be provided to KPITB for its ownership and any possible future enhancements to the developed software.

4. TERMS OF REFERENCE (TORs):

a. Business Requirements Gathering

- i. Hold consultations with relevant Government entities having manual, semi auto-mated and automated solutions to gather requirements related to integration with the platform.
- ii. Examine, evaluate and conduct detailed studies of the existing similar solutions, if deployed in other provinces.
- iii. Review existing Instructions & Rules of Business or any other applicable law; procedural codes and rules, as well as any other local rules or practices affecting stakeholder workflows.
- iv. Conduct consultative meetings to chalk out an architectural framework of the proposed solution with relevant stakeholders;
- v. Identify and prioritize the relevant stakeholders where the solution can be deployed in the initial phase.
- vi. Deployment of application in respective facilities and offices of the stakeholder's services delivery departments or a centralized location such as the KP Data Center, whichever feasible cost wise and efficiency wise, ensuring the smooth hand holding phase.
- vii. Training of Technical and management staff of relevant departments and PMU team.

b. Determining HR and ICT Infrastructure Requirements

- i. Review the existing HR capabilities within relevant stakeholders and provide capability assessment of the existing HR;
- ii. Perform a needs assessment of the current IT capacity of individual stakeholders and identify any infrastructure and Human Resources gaps, and recommend necessary upgrades in IT infrastructure/ additions in HR.
- iii. Prepare a training plan for the skill development of existing relevant staff based on skills gap analysis;
- iv. Determine technical parameters of the solution based on the following:
 - a. Network topology, diagrams and specifications of hardware of the proposed solution;
 - b. Bandwidth requirement based on the total number of anticipated users with a redundancy plan;
 - c. Storage requirements based on the total number of anticipated users with a disaster recovery and backup plan;
 - d. Processing/computational requirements based on the total number of anticipated users for both cloud or on-premises hosted services.

c. Business Process Reengineering / Mapping

- Develop process flows based on the requirements collected during the Business Requirements Gathering phase;
- ii. Develop workflows and Business Process Management in-line with the applicable laws/rules/procedures;
- iii. Propose re-engineered process flows if required; and get sign off from relevant stakeholders/ process owners

iv. Formulate a To-Be Process report on gains by adopting recommended business process reengineering and automation over the current as-is process. This may include but not limited to gains in time of man-hours saved, redundant processes automated, bottlenecks addressed.

d. Determining Functional & System Requirements Specifications

The Consultant shall review the existing processes and define the Functional Requirement Specification (FRS) and System Requirement Specification (SRS) which shall include but not limited to covering the following aspects. In order to achieve objective of the initiative, the consultant is required to approve the FRS and SRS documents from the KPITB;

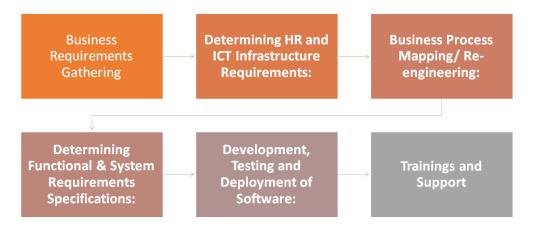
- i. An architectural framework supported by detailed requirements and technical parameters based on comprehensive system analysis and design;
- ii. The SRS should provide functional and nonfunctional requirements, functional requirements shall be denoted by Entity Relationship and Data Flow Diagrams (ERD, DFD) etc.
- iii. The FRS shall identify all Use cases of the system and identify user roles;
- iv. The FRS shall provide details process flows of the mechanism of each service delivery with the help of use case diagrams, wireframes and mockups
- v. FRS and SRS shall cover the complete insight of the public interface (portal), departmental dashboard and centralized dashboard.
- vi. Highlight the additional details on the quality related aspects as well as other behavioral aspects of the system including but not limited to system response times (Data search and retrieval), Performance needs and metrics, Latencies in a particular timeframe or during high volume transactions, System failures and recovery management, Security levels and accessibility constraints, Data Backup and archiving Capabilities, Legal compliance needs etc. The broader definition of the term 'system' also includes integrations with all types of Mobile platforms, Mobile devices, Tablets, and Smartphones;
- vii. The Consultant shall define the reporting needs of the system in the FRS, including but not limited to the scope and format of the report, data elements and contents required on the report, file types and extraction mechanisms, user base and accessibility levels, the frequency of report extractions etc.
- viii. The Consultant shall identify the integration needs and state all required interfaces with anything external to the proposed solution including hardware, software, and users. The FRS shall include Architectural overview diagrams, high-level data flow diagrams, table structures and schema, interface protocols, API's, Error conditions, Error validations, and messaging needs, Auto-processing requirements, hardware and software dependencies, Upgrade requirements, compatibility issues with existing frameworks and solutions, etc.;
- ix. The FRS shall elaborate Data Migration/ Conversion of soft data Requirements of the required system by providing full identifying information for the automated system, application, or situation for which the Data Conversion Plan applies.
- x. The FRS shall include detailed functional requirements including use cases, system inputs and outputs, process flows, diagrams, and mockups;
- xi. The FRS shall include detailed workout on integration of the platform with the relevant applications
- xii. Based on the SRS and FRS documents agreed by the concerned departments/KPITB, develop an application that includes automation and digitalization of services as mentioned in Table1.1, Customer Relationship Management (CRM), one-window portal for all services, user management, access control, security, and workflow for services delivery of the identified services.
- xiii. User Management (Access Control);
- xiv. Logging history ensuring applicable electronic transactions laws
- xv. Chatbot Service
- xvi. Customizable as per individual stakeholder requirements;
- xvii. Centralized dashboard mechanism for informed decision making;

SECTION-05: TERMS OF REFERENCE (TOR)

- xviii. Specifications to ensure confidentiality, integrity and availability of data on the move and at rest:
- xix. Compatibility with Mobile, Tablet and Desktop Platforms;
- xx. Provide scalability and interoperability plan for the solution in terms of all aspects including growth of users, data and the addition of modules;
- xxi. Determine and propose necessary cyber security protocols for the solution at network and application layers;
- xxii. Determine and propose mechanisms and policies for soft data migration, maintenance of logs, addition /deletion of users;
- xxiii. Determine and propose policies for defining roles and responsibilities for different levels of users;
- xxiv. Determine and propose Access Control policies based on Data Classification based on Government Roles and hierarchy;
- xxv. The Consultant shall ensure the following while proposing the technical parameters:
 - a. Simplicity for ease of operation and improved efficiency;
 - b. Ability to provide optimal possible information;
 - c. Capability and effectiveness to integrate all relevant stakeholders
 - d. Scalability, user experience and interoperability;
 - e. Ease of customization Process flows;
 - f. End-to-end integration with other relevant systems/applications
 - g. Time to complete a process before and after deploying proposed solution; and
 - h. Compliance with the OWASP top 10 security threats and w3c
 - Compliance with Digital Laws regarding electronic transactions and digital records for legal use/ operations.

e. Software Development, Acceptability Testing and Deployment

- i. Based on the requirements gathered, develop an application framework that includes automation of services as mentioned in Table1.1, Customer Relationship Management (CRM), one-window portal for all services, user management, access control, security and workflow for publishing information.
- ii. This application framework should be able to add modules in future and be able to share data with and from other applications. Test the application framework with the real users from the relevant department and gather feedback on the system.
- iii. Based on the feedback received from the testing by the real users, finalize the web-based/ mobile friendly application and prepare technical documentations and user manuals for orienting different groups of users.
- iv. Orient the system administrators and end users of relevant departments on administering and using the system.
- v. Finalize the users' manual based on feedback received from the end users.
- vi. Make the user manuals and video guides as help file to online application so that user can refer to the manuals and video guides as and when needed.
- vii. Host the online software at KPITB designated web server and hand over the workable documented source code in the version control environment, user manuals and training materials to KPITB with a plan of regular maintenance. Furthering to this, the consultant shall not provide any code, part of the code, logos and data to any other party and KPITB will be the only custodian and owner of the source code.
- viii. Sign NDA (Non-Disclosure Agreement) with KPITB for not sharing the information collected during the project and the source code with any third party.
- ix. Provide post-deployment troubleshooting support for one (01) year. The support should be in person, over telephone and via email, as and when necessary.
- x. Each deliverable should be started before the User Acceptance Testing and acceptability of the previous deliverable.
- xi. Deployment of the beta version of the application on multi-tier architecture to distribute load and to ensure 24/7/365 availability and scalability.
- xii. The consultant shall involve a member from the KPITB/PMU in each phase of the whole process of development and deployment of the software.



5. DELIVERABLES:

The deliverables of the assignment comprise of the following within the meaning of the scope of work as defined in these TORs:

- i. Inception Report
- ii. Technical Study reports based on the defined TORs, including:
 - a. The BPR study detailing the existing business process ("as is") in key stakeholders and the proposed business processes ("to be") including any gaps in the law;
 - b. Detailed Functional Requirement Specification (FRS) and System Requirement specification (SRS); and
 - c. Detailed Human Resource gaps/Infrastructure/ needs identify options for strengthening capacity where absent.
- iii. Software developed and delivered as per technical requirements stated in the scope of work and agreed through SRS;
- iv. Conducted orientation training for relevant departments team.
- v. Conducted software maintenance training for relevant departments technical Staff.
- vi. Delivered final working version of the Software along with documented source code.
- vii. Delivered the user's manual with video walkthrough and training materials.

DELIVERY AND PAYMENT SCHEDULE

Sr.#	Deliverables	Reviewed by	Payment Percentage
1	Inception Report	КРІТВ	05
2	Business Requirements Gathering Existing business process ("as is") in key stakeholders and	KPITB	05
3	Determining HR and ICT Infrastructure Requirements Detailed Human Resource gaps/Infrastructure/ needs identify options for strengthening capacity where absent.	KPITB	05
4	Business Process Reengineering /Mapping The BPR study detailing the proposed business processes ("to be") including any gaps in the law;	КРІТВ	05
5	Determining Functional & System Requirements Specifications.	KPITB / Concerned Departments	10

	Detailed Functional Requirement Specification (FRS) and System Requirement specification (SRS);		
6	Software Development and Acceptability Testing		50
	Software developed and delivered as per technical requirements stated in the scope of work and agreed through SRS/FRS		
	Delivered final working version of the Software along with documented source code		
	Birth Certificate	Local Government	
	2. Death Certificate	Department/ KPITB	
	3. Divorce Certificate		
	4. Marriage Certificate	(Payment 15%)	
	5. Water Connection and Billing		
	6. Application for Trade Licenses		
	7. Complaint Management System		
	8. Waste disposal and drainage clearance		
	9. Mobile App for Building Plan Approval		
	10. Encroachment management system		
	11. E-Property Transfer		
	12. Request for Correction of Land Record (Jamma Bandi)	Revenue and Estate	
	13. Request for obtaining attested copies from the DK Room	Department/ KPITB	
	14. Request for the Land Record and Boundary Identification (Had Barari)	(10%)	
	15. File Tracking Management System of Record Room	Excise, Taxation and Narcotics	
	16. Verification of vehicles from the manufacturing companies	Control Department	
	17. Delivery of registration books and number plate.	(7%)	
	18. Arms License	Home Department/ KPITB	
		(5%)	
	19. Domicile Certificate	DC Peshawar/KPITB	

		(5%)	
	Customer Relationship Management (CRM) and one-window web portal of all services	KPITB	
	web portar of an services	(8%)	
7	Training		10
	Conducted orientation training for relevant departments team.		
	Conducted software maintenance training for relevant departments technical Staff		
	Delivered the source code, user's manual with video walkthrough, APIs, and training materials		
8	Post Deployment Support		10
	Total		100

6. REPORTING

The Consultant will report to the Project Manager.

7. DURATION

The duration of this assignment shall be a maximum of eight months.

8. SELECTION CRITERIA

Maximum points for Technical Evaluation are 100. In the 1st stage, technical bids will be opened. Bidders who score 70 or more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 70 in technical evaluation will be disqualified.

Relative Weights given to the different evaluation criteria are shown in the table below:

Weight	Evaluation Criteria	Weight age
W1	Profile	15%
W2	Experience	50%
W3	Financial Strength	15%
W4	Project Team	15%
W5	Approach and Methodology	5%

The Technical Score, St will then be obtained by the following formula:

St = A1*W1/100+ A2*W2/100 + A3*W3/100 + A4*W4/100 + A5*W5/100

Where, A1, A2, A3, A4 and A5 are the total component scores against Profile, Experience, Financial Strength, Project Team, and Approach & Methodology criteria respectively.

The technical criteria and their details are given below:

1. PROFILE (A1):

Profile of each bidder will be evaluated on the basis of the following four factors:

Item	Score	Criteria	Documentary Evidence
Years of incorporation (A)	25	Below 03 years of incorporation = 0 marks 03-05 years = 10 marks 04-08 years = 10 marks 09-12 years = 15 marks 13 and above= 25	Registration/Incorporation Certificate
ISO certification (B)	15	Valid ISO-27001 Certification or any other certification related to quality of software development	Relevant International Certification
Office in Khyber Pakhtunkhwa or Joint Venture with a firm in Khyber Pakhtunkhwa(C)	50	Address of office in Khyber Pakhtunkhwa of the leading firm or Joint Venture with firm located at Khyber Pakhtunkhwa	Verifiable office address with contact details/Joint Venture agreement with the Khyber Pakhtunkhwa based firm.
CMMI Certification (D)	10	CMMI certification level Level 1= 5 marks Level 2= 10 marks Level 3= 15	CMMI certificate
Total A1= (A+B+C+D)	100		

The interested companies who don't have registered office in Khyber Pakhtunkhwa may associate in the form of Joint Venture with the local companies of Khyber Pakhtunkhwa which can be accessed through the url https://www.kpitb.gov.pk/it-park/peshawar & <a href="https://www.kpitb.gov.pk/it-p

2. EXPERIENCE (A2):

Experience of each bidder will be evaluated on the basis of the following three factors:

Item	Score	Criteria	Documentary Evidence
Experience of developing digital platforms for service delivery handling business, or citizens or similar services. (E)	40	05 Marks for each project worth 30 – 50 million PKR successfully completed.	Completion Certificate & Contract mentioning the scope & value of the project.
		10 Marks for each project worth 51 – 70 million PKR successfully completed.	
		15 Marks for each project worth 71 M and above PKR, successfully completed.	
Experience of Development/deployment CRM Systems for Local/International Clients (F)	15	Five Marks for each successful development/deployment of CRM system of similar scale.	Completion Certificate & Contract mentioning the scope & value of the project.

Experience of successful Development/deployment of SaaS solutions Or Experience of multi-tier architecture deployment for Local/International Clients (G)	15	Five Marks for each SaaS solution developed/deployed or n-tier deployment of similar scale successfully completed.	Completion Certificate & Contract mentioning the scope & value of the project.
Experience of undertaking Digitalization of Business processes for Local/International Clients (H)	15	15 marks for the assignment of similar scale successfully completed.	Completion Certificate & Contract mentioning the scope & value of the project.
Experience of successful software development projects for public sector (I)	15	Five Marks for each software development project of similar scale completed successfully.	Completion Certificate & Contract mentioning the scope & value of the project.
Total A2 = (E+F +G+H+I)	100		

3. FINANCIAL STRENGTH (A3):

Item	Score	Criteria	Documentary Evidence
Current Ratio (J)	20	Current ratio > $1 \le 1.5 = 50$ Marks Current ratio more than $1.5 = 100$	Audited Financial Statements of the last 03 years
Net Current Assets (K)	30	Average Net Current Assets during the last three years \geq 20 Million = 25 Marks Average Net Current Assets during the last three years \geq 40 Million = 50 Marks Average Net Current Assets during the last three years \geq 60 Million = 100 Marks	Audited Financial Statements of the last 03 years
Turnover (L)	50	Average annual turnover above 45 million = 25 Marks Average annual turnover above 90 million = 50 Marks Average annual turnover above 135 million = 100 Marks	Audited Financial Statements of the last 03 years
Total A3 = (J + K+L)	100		

4. PROJECT TEAM (A4):

This section of the evaluation rates the team nominated by the bidders to execute the assignment. Employment contract supported by bank statement/certificate of the last one year in respect of each employee shall be provided as proof of employment with the consultant, otherwise no score shall be

provided under this category. For this, each CV will be evaluated separately on the basis of education and past experience of the following required human resource: -

Tit	le of Positions	Marks
a.	Project Director /Manager	10
b.	Solution Architect	10
c.	BPR Expert	10
d.	Software Developers (05 no.)	30
e.	Software Quality Assurance Engineer (02 no.)	10
f.	System Security Expert	05
g.	UX/UI Designer	05
h.	Mobile App Developers (02 no.)	20

All firms are to be evaluated for a project team as required above. Each required team member will be evaluated on the basis of the following three factors:

Item	Score	Criteria	Documentary Evidence
Relevant Education & Qualification (K)	30	MS (18 year) = 100% BS (16 year) = 80%	CV + Academic Documents
Professional Experience (L)	50	>10 years = 100% >7 years = 80% >5 years = 70% >3 years = 50% <3 years = No marks	CV
Experience with Vendor (M)	20	>5 years = 100% >3 years = 80% >1 years = 50% <1 years = No marks	Employment Contract
Total A4 = (K+L+M)	100		

5. APPROACH & METHODOLOGY (A5):

This section will evaluate the bidder's solution to the given problem, i.e., the consultancy assignment. This section, which comprises two sub sections, i.e., a) Understanding & Innovativeness, and b) Methodology, will be completed by the domain specialists.

Item	Score
Approach and Methodology	50
Project Management & Work Plan	50

Each section contains several questions that can be given either of the following grades depending on the content of the technical proposal and the performance of the bidder during the presentation to the Project Procurement Committee of the Client:

Grade (G)	Quality (Q)	Weight (W)
А	Excellent	1
В	Good	0.75

С	Average	0.50
D	Absent / Below Average	0

S. No.	Criteria	
1	What is the depth of the firm's understanding of the requirements and objectives of the consultancy assignment?	
2	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	
3	What is the depth of the firm's understanding of the SMEs/Entrepreneurial Sector requirements?	

a. APPROACH AND METHODOLOGY (N)

Step 1:

Each grade is converted into its weight (W) and added up to get a total score (n).

Step 2

n is divided by 3, i.e., the maximum attainable score, and multiplied with the component weight to get the component score:

Component score (N) = $(n/3) \times 50$

b. METHODOLOGY (O)

S. No.	Criteria	Grade
1	How developed is the Work Breakdown Structure (WBS) for the assignment?	
2	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	
3	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	

Step 1:

Each grade is converted into its weight (W) and added up to get a total score (n).

Step 2:

n is divided by 3, i.e., the maximum attainable score, and multiplied with the component weight to get the component score:

Component score (O) = $(n/3) \times 50$

A5 = N+O

TOTAL TECHNICAL SCORE:

The Technical Score (St) will then be obtained using the following formula:

Weight	Evaluation Criteria	Weight age
W1	Profile	15%
W2	Experience	50%
W3	Financial Strength	15%
W4	Project Team	15%
W5	Approach and Methodology	5%

St = A1*W1/100+ A2*W2/100 + A3*W3/100 + A4*W4/100 + A5*W5/100

Method of Selection: Quality & Cost Based Selection (QCBS) System

Evaluation Process:

Evaluation of Technical Proposals: The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified above. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum qualifying technical score of Seventy (70).

Evaluation of Financial Proposals:

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened. The lowest evaluated Financial Proposal will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: -

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C; and so on.

Financial scoring of the lowest bidder will be = 100

Financial scoring of the second lowest bidder will be= (A/B) *100 Financial scoring of the third lowest bidder will be = (A/C) *100; and so on.

Award of Contract: (Contract will be awarded to the Best Evaluated Bid). After Technical and Financial Evaluation, the contract shall be awarded to the consultant with the best evaluated bid, that is, the bid with highest accumulative technical and financial score, wherein, proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 70%, the weight given to the Technical Proposal; F = 30%, the weight given to the Financial Proposal; F = 1 indicated as: F = 1 indicated as: F = 1 indicated as: F = 1 indicated as winning bidder and shall be awarded contract.

9. PENALTY

For failure to comply with the agreed delivery schedule, liquidated damages will be levied.

If the work/ job(s) is not completed before the given time, the procuring agency (KPITB) reserves the right to cancel the contract and to get complete the required work from elsewhere at the risk and cost of the defaulting vendor/firm.

Sr#	Major Area	Parameters	Requirements	Penalty
1	Application System Development, Implementation and go live.	Major milestone during development and implementation as per project plan document.	Agreed timeframe (in Weeks)	Delay up to 4weeks after scheduled date @1.0% and beyond 4weeks penalty will be 2% of the development cost per week. Week means full week (7 days). If delay is more than 8 weeks from the scheduled date, authority reserves right to cancel the order.
2	Resolution Time (Only for Bug fixing)	Time taken by the Bidder to fix the problem	Within 12 hours of reporting	As per Escalation Chart under SLA/contract to be signed between KPITB and development firm.

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions:

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

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity PE" means the implementing department which signs the contract i.e. KPITB
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause-1 and the Appendices.
- (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PE's country.
- (h) "Government" means the Government of Khyber Pakhtunkhwa.
- (i) "Local Currency" means Pak Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (k) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them.
- (I) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (p) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representative

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

1.8 Taxes & Duties

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

1.9 Fraud & Corruption

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

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

Integrity Pact

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

Consultant or any of his Sub-consultant, agents or servants.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modifications or Variations

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

2.5 Force Majeure

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

2.5.1 No Breach of Contract

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

2.5.2 Extension of Time

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

2.5.3 Payments

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs

reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

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

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

2.6.2 By the Consultant

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

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

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

2.6.3 Payment Upon Termination

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

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

3. OBLIGATION OF THE CONSULTANT

3.2 General

3.2.1 Standard of Performance

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

3.3 Conflict of Interests

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

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

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

3.3.2 Prohibition of Conflicting Activities

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

3.3.3 Prohibition of Conflicting Activities

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

3.4 Confidentiality

Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.5 Consultant's Actions Requiring PE's Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.A which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

3.9 Professional liability of consultant

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

3.10 Monitoring and Evaluation

- 3.10.1 The Consultant shall submit the report along with the attendance to the KPITB. The PE shall monitor and evaluate and visit the consultant business place each month. The Consultant shall facilitate the PE for inspection of the relevant records and the consultant shall produce the relevant records on demand of PE for evaluation.
- 3.10.2 If the consultant failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.

4. CONSULTANT PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.
- (b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-sum Payment

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

6.2 Contract Price

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

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

8. SETTELMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

1.1

Procurement Rules 2014.

SPECIAL CONDITIONS OF CONTRACT

Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public

1.3	The language is English.		
1.4	The addresses are:		
	Procuring Entity: Khyber Pakhtunkhwa Information Technology Board- KPITB Attention: Mr. Imran- Assistant Director Procurement E-mail: mohmand. imran@kpitb.gov.pk		
	Consultant: Attention: Facsimile: E-mail:		
	{The Member in Charge is [insert name of member]}		
	Note : If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.		
1.5	Location of Services: Peshawar, Khyber Pakhtunkhwa.		
1.7	The Authorized Representatives are: For the PE: For the Consultant:		
1.8	All government applicable taxes & duties as per prevailing tax rules.		
1.1.	Duration of Services is <u>Eight (08) Month</u> starting from the date of signing of Contract.		
2.2	The date for the commencement of Services is [soon after signing of contract].		
2.3	The time period shall be [insert time period, e.g.: twelve months, eighteen months].		
6.2	The amount in Pak Rupees or in foreign Currency [insert amount].		
6.4	Performance security shall not exceed 10% of contract amount and shall be valid for th contract execution period.		
8.2	Disputes shall be settled by KPITB Grievance Redressal Committee or complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940 or through Grievance Redressal as per KPPRA Rules 2014.		

Seal:....

Appendix A

INTEGRITY PACT

Combract No.	
Contract No.	
Dated: Contract Value:	
Contract Title:	
[name of Supplier] here	by declares that it has not obtained or
from Government of Kh	of any contract, right, interest, privilege or other obligation or benef ber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity y owned or controlled by GoKP through any corrupt business practice.
that it has fully declared given or agreed to give a either directly or indirect associate, broker, consicommission, gratification or otherwise, with the cinterest, privilege or otherwise.	erality of the foregoing, [name of Supplier] represents and warrant he brokerage, commission, fees etc. Paid or Payable to anyone and not shall not give or agree to give to anyone within or outside Pakista y through any natural or juridical person, including its affiliate, agen ltant, director, promoter, shareholder, sponsor or subsidiary, an bribe, finder's fee or kickback, whether described as consultation fe bject of obtaining or inducing the procurement of a contract, righter obligation or benefit in whatsoever form from GoKP, except the declared pursuant hereto.
arrangements with all pe	es that it has made and will make full disclosure of all agreements an sons in respect of or related to the transaction with GoKP and has not take any action to circumvent the above declaration, representation
not making full disclosure of this declaration, repr privilege or other oblig	es full responsibility and strict liability for making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose sentation and warranty. It agrees that any contract, right, interestion or benefit obtained or procured as aforesaid shall, withoughts and remedies available to GoKP under any law, contract or other the option of GoKP.
agrees to indemnify Go business practices and fu the sum of any commis Supplier] as aforesaid for	ts and remedies exercised by GoKP in this regard, [name of Supplier IP for any loss or damage incurred by it on account of its corrupt of the Pay compensation to GoKP in an amount equivalent to ten timesion, gratification, bribe, finder's fee or kickback given by [name of the purpose of obtaining or inducing the procurement of any contract other obligation or benefit in whatsoever form from GoKP.
e of PE Rep:	Name of Seller/Supplier:
ature:	Signature:

Seal:

FORM OF CONTRACT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PE's name] ("the PE") having its principal place of business at [insert PE's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time Period listed in such Annex, and the Personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services.

2. Duration of Contract

The Consultant shall complete all the deliverables within ______ of contract duration.

3. Payment Terms

A. Ceiling

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. <u>Payment Conditions</u>

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

4. Project Administration

A. Coordinator

The PE designates Mr./Ms. [insert name] as PE's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. <u>Timesheets</u>

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

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

6. Confidentiality:

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

7. Ownership of Material:

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

8. Consultant not to be engaged in Certain Activities:

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

9. Insurance:

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

10. Assignment:

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

11. Law Governing Contract and Language:

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

12. Dispute Resolution:

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

For the PE	For the Consultant
Signature:	Signature:
Name:	Name:
Title:	Title:

MINUTES OF THE PRE-BID MEETING IN RESPECT OF HIRING OF CONSULTANT FOR THE DEVELOPMENT OF CITIZEN FACILITATION PORTAL

The meeting was held on dated: July 16th, 2021 at 10:30 AM under the chairmanship of Managing Director in the office of KPITB Peshawar.

The following members attended the meeting:

- 1. Dr. Ali Mahmud, Managing Director, KPITB
- 2. Mr. Muhammad Asim Jamshed, Director (Projects & Technical), KPITB
- 3. Mr. Muhammad Asad, Director (Legal Affairs), KPITB
- 4. Mr. Shakir Ullah, Deputy Director (Technical), KPITB

The following bidders participated in the meeting.

- 1. Representatives of M/S Convo Pvt Ltd
- 2. Representatives of M/S Systems Limited
- 3. Representatives of M/S Bazcher & Co. LLP
- 4. Representative of M/S International Consulting Associates
- 5. Representative of M/S GENESE Pakistan
- 6. Representatives of M/S Dice Analytics
- 7. Representative of M/S LMKT
- 8. Representatives of M/S CyberVision International (Participated through Google Meet)
- 9. Representatives of Evamp & Saanga

(Participated through Google Meet)

The Managing Director welcomed all the participants and gave a brief introduction of the Citizen Facilitation Portal and the rationale behind the development of this portal. The Deputy Director (Technical) KPITB further explained all the services mentioned in the scope of the assignment that needs to be digitalized and integrated under citizen facilitation portal. All the questions and queries of the participated bidders were heard by the Committee and were explained for further clarification. The queries asked by the participants and the response of the Committee are as followed.

 One of the participants inquired that the number and nature of services are mentioned in the RFP but the workflow for the digitalization of these services has not been explained, which is important for the bidders to make estimates of the subject project.

Committee Response:

The Committee explained that all services need to be completely automated with a single integrated interface. KPITB will share all the available data that can be gathered and will be shared in a due considerable time (updated RFP can be downloaded from the www.kpitb.gov.pk/rfps on July 30, 2021) whereas a detailed "As-is" to "To-Be" process analysis shall be made by the consultant.

2. Another clarification was sought that the Mobile APIs of the required services are developed or not?

Committee Response:

The forum was apprised that some API's of the building map approval system has already been developed. However, all other APIs has to be developed by the consultant.

3. Will the consultant have to integrate & re-model the existing available application(s) or a completely new application shall be developed?

Committee Response:

The selected consultant will have to develop a new system from a scratch wherein all the services will be integrated in this system.

4. Is KPITB expecting any GIS Solution for the services of Revenue & Estate Department (Service No. 12-14)?

Committee Response:

The GIS solution for the services pertaining to the Revenue and Estate Department are not needed at this very stage and is not the part of the scope, whereas KPITB would only be expecting the scaling up provision in the system for future consideration.

5. Will the scope of consultancy include the provision of the hardware?

Committee Response:

The provision of hardware is not the part of the scope. The consultant will only have to propose the nature, number and specifications of the hardware to the KPITB after detailed assessment of each pertinent department and the KPITB will procure the proposed hardware in the later stage. Furthermore D.D Technical added that as the system will be deployed in Data Center therefore the consultant will have to conduct a meeting with the officials of Data Center to ascertain their requirements in order to overcome the compatibility issues.

6. What will be the expected traffic on this system?

Committee Response:

The expected traffic varies from district to district and service to service however, no exact figures are available with the KPITB. The consultant will have to make this assessment during the execution of the assignment.

7. The consultant will only have to train the trainers or will have to train all the users throughout the province.

Committee Response:

The consultant will only train the trainer who will further train the respective users of each department whereas support of the consultant will be required to the trainers as and when needed.

8. As most of required services are paid services and the citizens have to pay the specified fee, so the digital payment gateway will be required in the application or not?

Committee Response:

The bidders were informed that KPITB is already working on a digital payment gateway which will be launched in a shorter run and the consultant will need to integrate that digital payment gateway with this system.

9. Can the consultant use any off-shelf or open-source applications in the system development?

Committee Response:

The committee clarified that a customized system is required to be developed and the major consideration is that the consultant shall provide source code to the KPITB and it should not have any bottle necks. In future if any scalability is required so that the KPITB does not face any architectural limitations. Furthermore, the committee explained that the consultant may proceed with open source/off-shelf tools in the conditions that it will not raise any scalability or architectural issue. The consultancy shall include licensing cost of the DBMS if any.

10. Who will be responsible for the business process mapping?

Committee Response:

Business Process mapping will be the responsibility of the consultant however, KPITB will facilitate the consultant in approaching the concerned departments.

11. All the nineteen services shall be available for citizens on web and mobile app?

Committee Response:

Yes, all the nineteen services shall have the accessibility for citizens on web and mobile app.

12. Will the consultant have to develop the dashboards for the government officials?

Committee Response:

The consultant will have to develop a dashboard having the multiple layers of visibility options such as the dashboard available with head of any department shall have the access to see the statistics of his respective department only. Similarly, the Chief Secretary/ Chief Minister/KPITB shall have access to see the statistics of all the departments.

13. Will the consultant have to redesign the KIOSK?

Committee Response:

Yes, the redesigning of KIOSK is the part of this assignment and shall be done by the consultant.

14. Which languages will be required in the interface?

Committee Response:

KPITB prefers to have English & Urdu languages in the user interface as majority of the citizens does not have understanding of English however, the consultant will also have to assess the language requirement at user level.

15. How much post-deployment support will be required from the consultant's end?

Committee Response:

The consultant will have to serve post-deployment support for a period of one year and the fair number of human resources shall be dedicated on the field during the transition period/postdeployment support.

16. Will consultant have to make modifications to the system in the longer run?

Committee Response:

KPITB will require the support of the consultant during post-deployment/transition period and the consultant will train the PMU staff of the CFC to make them able to make necessary modifications in the system.

17. Does the assignment require any data migration?

Committee Response:

There is no major data migration involved in this assignment.

18. Does KPITB have any physical facility where the system could be tested after development?

Committee Response:

The KPITB is already working on establishment of CFC's in multiple districts under brick and mortar arrangement. Some of these will probably be established till the portal is developed by the consultant and can be tested there if required.

19. Does the system require a chatbot?

Committee Response:

A basic version of chatbot is required to be developed. A very advance level of chatbot is not necessarily required.

20. Which technology is preferred by the KPITB for the development of this system?

Committee Response:

The consultants can use any technology and can structure it anyway that seems fit to the requirements of the scope. However, the source code along with compete documentation and APIs should be made available to KPITB so that in the future, additional services can be added to scale up the system.

21. From whom the consultant has to obtain approvals i.e., from KPITB or from the respective departments?

Committee Response:

As KPITB is on the lead role in this project and coordinates with all respective departments therefore, KPITB will provide approval regarding each and every deliverable after consultation with respective department.

22. In the technical evaluation criteria, will the completion certificate and contract both be required as documentary evidence for awarding of score in experience section or any one of them can serves the need?

Committee Response:

Any authentic and verifiable document that proves that the project has been successfully completed and indicates the scope and value of the project is acceptable as documentary evidence for awarding the score in experience section.

23. The timelines for the completion of the project are too ambitious, is there any possibility of time extension for completion?

Committee Response:

The committee clarified that the timelines of the project are in line with the requirements of the assignment however, KPITB may consider a time extension in the later stages subject to the genuine reasons.

24. One of the participated bidders suggested that the scoring for the "Experience with Vendor" in the Human Resource section may be revisited as the technology industry mostly have a higher turnover of employees.

Committee Response:

The committee apprised that the reason behind the score kept for the "Experience with Vendor" lies under the idea that as the project is of a critical nature and the company shall have some committed HR as these employees usually uphold the values of their organization which will ultimately have the effect on the project outcomes.

In the end of the meeting, many of the participants apprised that the proposal preparation require sufficient time and Eid Holidays are also coming in the next week therefore keeping in view the nature and complexity of the project, the participants requested to extend the time for bid submission.

Keeping in consideration the request made by the bidders, the committee decided that in order to ensure a healthy competition and receive quality proposals, the last date for bid submission shall be extended to August 16, 2021.

The meeting ended with the vote of thanks.

Prepared by:	Reviewed by:	Recommended by:
Asstt. Director (Procurement)	Dy. Director (Technical)	Director (Procurement)
		Approved by:
		Managing Director, KPITB

Copy to:

- 1. All Participants of the Meeting
- 2. P.A to Managing Director, KPITB