

REQUEST FOR PROPOSAL

FOR

PROVISION OF CONSULTANCY SERVICES FOR EMPLOYABLE DIGITAL SKILLS TRAININGS FOR THE YOUTH OF MERGED AREAS OF KP UNDER KP YOUTH EMPLOYEMENT PROGRAM (KPYEP).

PROJECT ADP # 924-190252



Bid Reference Number:	KPITB/20/RFP/023
Last Date/Time for Submission:	June 09, 2020 at 02:00 PM
Bid Opening Date/Time:	June 09, 2020 at 02:30 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/20/RFP/023

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:

Provision of Consultancy Services for Employable Digital Skills Trainings for the Youth of Merged Areas of Khyber Pakhtunkhwa under KP Youth Employment Program (KPYEP).

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

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.

SECTION-02. INSTRUCTIONS TO CONSULTANTS

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 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.

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.

SECTION-02. INSTRUCTIONS TO CONSULTANTS

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:**

This RFP is open to all the experienced and eligible consultants.

7. **Eligibility of Sub-Consultant:**

A sub-consultant may associate with only one consultant, association with more than one consultant would not be allowed.

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

SECTION-02. INSTRUCTIONS TO CONSULTANTS

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.

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) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff/mentors/trainers must, at a minimum, have the experience indicated in the TOR, preferably working under similar geographical condition.
- (iv) Alternative professional staff/mentors/trainers 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 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) The list of the proposed staff/mentors/trainers team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3).
- (iii) CVs of the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 5 (five years).
- (iv) Estimates of the total staff input (mentors, 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.
- (v) 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-02. INSTRUCTIONS TO CONSULTANTS

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

13.3. The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. 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

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants. 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.

16.3 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

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their

SECTION-02. INSTRUCTIONS TO CONSULTANTS

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.

- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 19.3 In case of Quality and Cost Based Selection (QCBS) Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the TOR. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

- 20.1 Negotiations will be held at the date and address which will be communicated to the consultant. 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:

SECTION-02. INSTRUCTIONS TO CONSULTANTS

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

23. Availability of Professional staff/experts:

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

24. Award of Contract:

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

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DATA SHEET

1.1	<p>Name of the Assignment: Provision of Consultancy Services for Employable Digital Skills Trainings for the Youth of Merged Areas of KP under KP Youth Employment Program (KPYEP).</p> <p>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</p>
1.2	<p>The method of selection: Quality & Cost Based Selection (QCBS) System The Edition of the Guidelines is: KPPRA Rule 2014</p>
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes
1.5	<p>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: June 09, 2020 till 02:00 PM</p>
1.6	<p>Expected date for commencement of consulting services: <i>Soon after the award of Contract</i></p>
	Location at: Khyber Pakhtunkhwa
9.1	Proposals validity that shall not be more than 90 days. The Procuring Entity may ask for extension in proposal validity if required.
10.1	<p>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</p> <p>Facsimile: E-mail: mohmand.imran@kpitb.gov.pk</p>
12	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.
14.1	The consultant shall include all the cost including training, transportation, office, printing etc and applicable taxes in the financial proposal. Cost shall be stated in local currency i.e. Pakistani Rupees.
15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges
16.2	Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal.
18.1	Selection Criteria is available in Section-5
24.2	Successful consultant is required to submit 10% Performance security in form of CDR or bank guarantee.

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 Pakhtunkhuwa 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: **May 20, 2020** 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.

Yours sincerely,

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-02: CONSULTANT’S EXPERIENCE

<p><i>[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.]</i></p> <p>Assignment name:</p>	<p>Cost of the Project :</p>
<p>Country: Location within country:</p>	<p>Duration of assignment (months):</p>
<p>Name of Client:</p>	<p>Total No of staff-months (by your firm) on the assignment:</p>
<p>Start date (month/year): Completion date (month/year):</p>	<p>1. Total value of the consultancy agreement 2. Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):</p>
<p>Name of associated Consultants, if any:</p>	<p>No of professional staff-months provided by associated Consultants:</p>
<p>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</p>	
<p>Narrative description of Project <i>(You may attach one extra sheet-one side only)</i>:</p>	
<p>Description of actual services provided by your staff within the assignment:</p>	
<p>1. Firms Name:</p> <p>2. Completion Certificate/ Contract/ Work-Order/ Certificate by the Client / Employer that proves the performance of the above consultancy service.</p>	

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-03: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

- 1. Proposed Position [Title of the position]: _____
- 2. Name of Firm [Insert name of firm proposing the staff]: _____
- 3. Name of Staff [Insert full name]: _____
- 4. Date of Birth: _____ Nationality: _____
- 5. CNIC No (if Pakistani): _____ or Passport No: _____

6. Education:

Degree	Major/Minor	Institution	Completion Date (MM/YYYY)

7. Membership of Professional Associations: _____

8. Other Training [Indicate significant training since degrees under 6 - Education were obtained]:

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. Employment Record (within Pakistan) [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	Position	From (MM/YYYY)	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 this assignment]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] _____

Full name of authorized representative (attach authority letter): _____

Date: (Day/Month/Year) _____



SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

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...	
Local Staff									
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.

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

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

FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM

To

Imran
Assistant Director (Procurement)
Khyber Pakhtunkhuwa 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 Skills Trainings for the Youth of Merged Areas of KP" in accordance with your Request for Proposal dated: June 21, 2020. 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: _____

Address: _____

SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS

FORM FIN-02: SUMMARY OF COSTS

Item	Costs
	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal	

SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS

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-06: GENERAL CONDITIONS OF THE CONTRACT

SECTION-05: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE AND SCOPE OF SERVICES FOR HIRING OF CONSULTANCY SERVICES FOR EMPLOYABLE DIGITAL SKILLS TRAININGS FOR THE YOUTH OF MERGED AREAS OF KHYBER PAKHTUNKHWA

1: PROJECT BACKGROUND:

Employable Digital Skills for the Youth of Merged Areas under KPITB's Youth Employment Initiative is aimed to build a skilled base of IT and knowledge-based workers in the Newly Merged Districts of the province for supporting youth employment in the digital industries. The project will equip the youth of the Newly Merged Districts of KP with in-demand digital skills to improve their employment prospects. The objective of the initiative is to bridge the digital divide amongst various socio-economic classes of the society by offering necessary digital skills development programs.

KPITB intends to hire the services of a consultant training firm to train 840 young trainees on different digital skills to create a larger base of IT workers in the province, in order to overcome the issues of unemployment and under employment.

2: SCOPE OF WORK

The scope of the work will include, but shall not be limited to the following;

- a) Holding meetings with industry experts and proposing five (5) course outlines/Tracks and the curriculum thereof with justification (based on market research) for employable digital skills from the proposed list as below;
 - i. Search Engine Marketing (SEM)
 - ii. Search Engine Optimization (SEO)
 - iii. Social Media Marketing
 - iv. Graphics Design/Adobe Certifications
 - v. Motion Graphics
 - vi. YouTube & Interactive Media
 - vii. Blogging and Content Writing
 - viii. Freelancing (Cross-cutting in all the digital skills)
 - ix. Microsoft Office Specialist (MOS) / Microsoft Technology Associate (MTA)
 - x. Mobile App Development
 - xi. WordPress Design and Development

The consultant may propose alternate course outlines / tracks based on evidence collected during market research to be conducted by the consultant training firm.

- b) The consultancy firm shall develop a detailed implementation strategy (*factoring in the current COVID-19 scenario*) which includes market research, proposed training plan including training methodology, profiles of trainers, lesson plan, M&E plan, and outreach/promotional events plan.
- c) The consultancy firm shall conduct awareness sessions for engaging youth to register in the trainings. The awareness sessions can be online during COVID-19, whereas post COVID-19, in-person awareness sessions may be conducted.
- d) The consultancy firm shall identify and arrange Public Sector Universities and Institutions, in the newly merged districts and their adjacent districts of Khyber Pakhtunkhwa for housing trainings.
- e) During the current prevailing scenario of COVID-19, the consultant training firm may conduct the trainings through online mediums (*with an integrated LMS*), whereas post COVID-19, the trainings may be conducted in-person, in a brick and mortar environment.
- f) The consultancy firm shall select trainees according to the criteria set in consultation with KPITB and share the final list of the selected trainees on periodic basis.
- g) The consultancy firm shall conduct the trainings in-person/online through well-trained and certified professionals (where applicable) in person as per the schedule shared with KPITB.
- h) The consultancy firm shall conduct post training assessments through an assessment platform developed by the KPITB.

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

- i) The consultancy firm shall also provide mentorship and career guidance to the trained individuals after successful trainings.
- j) The consultancy firm shall maintain post-training database of participants in respect of their employability.

3: DELIVERABLES:

The deliverables of the assignment comprise of the following.

- a) Inception report emphasizing on the following but not limited to;
 - i) Market research for the proposed digital skills;
 - ii) Proposed training plan including training methodology, approach and lesson plan;
 - iii) Detailed integrated project plan;
 - iv) Project risk management plan;
 - v) M&E plan;
 - vi) Outreach/promotional events plan.
- b) Complete course outline and detailed curriculum for the finalized courses;
- c) Batch wise course completion report including the following details;
 - i) Trainee selection process as per agreed upon criteria;
 - ii) List of trainees selected for the batch;
 - iii) Pictorial evidence of the training and mentoring sessions;
 - iv) Attendance sheets;
 - v) Final assessment results and details of mentorship sessions.
- d) Database of trained individuals with respect to their employability;
- e) Final Completion report of the activities conducted during the contracting period including results achieved on all the indicators mentioned below.

4: KEY PERFORMANCE INDICATORS:

The impact and outcome of the project shall be determined keeping in consideration the following KPIs.

- a) At least 70% of the total target beneficiaries successfully complete (qualify the final assessment) the trainings in the digital skills with at least 50 trainees in each digital skill finalized.
- b) At least 100 youth from each district of the Newly Merged Areas of Khyber Pakhtunkhwa shall be successfully trained.
- c) At least 30% of the trained youth start generating income after 6 months of completion of their respective training.
- d) At least 80% attendance of the inducted trainees shall be ensured.

5: DURATION OF THE WORK

The consultancy firm once appointed shall train 840 youth from the newly merged districts of Khyber Pakhtunkhwa within the FY 2019-20 and 2020-21.

6: QUALIFICATION CRITERIA

The consultant firm shall qualify the following mandatory criteria.

- a) The consultant shall be registered as a firm/company with relevant registration body.
- b) The consultant shall be registered with FBR and KPRA and shall be an active tax payer.
- c) The consultant shall be registered with PSEB/PASHA.

7: TECHNICAL EVALUATION 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.

The technical criteria and their details are given below:

Item	Score	Criteria	Documentary Evidence
Years of registration (A)	5	1. 1 mark for each year of incorporation after 5 years.	Registration Certificate

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

General Experience	5	1. 1 mark for each assignment related to trainings/capacity building with at least 50 trainees.	Work order/contract/ completion certificate mentioning the number of trainees along with verifiable list of the trainees.	
Item	Score	Criteria	Documentary Evidence	
Specific Experience (Digital Skills Trainings)	30	<ol style="list-style-type: none"> 5 marks for each assignment of with at least 200 trainees. 10 marks for each assignment of with at least 400 trainees. 15 marks for each assignment of with at least 800 trainees. 30 marks for each assignment of with at more than 1500 trainees. 	Work order/contract/ completion certificate mentioning the number of trainees along with verifiable list of the trainees.	
Employability Rate of previous trainings	10	Employment Rate	Monitoring Reports / Employability Assessment Reports of previous contracts reflecting the ratio of employment along with verifiable list of employed trainees.	
		Less than 30 %		5
		Upto 50 %		10
Financial(turnover)	5	1. 1 mark for each 4 million PKR of annual turnover for any of the last three years.	Audited financial reports for the last 3 years.	
Project Team (at least 2 trainers per digital skill)	35	<ol style="list-style-type: none"> Project Manager = 5 marks (16 years of education with Relevant training management experience = 1 mark for each completed assignment of similar scope). Trainer = 3 marks for each trainer (1 mark for certification where applicable and 1 mark for each three completed paid high-quality projects relevant to the skill he/she will be trainer for.) 	<p>Resume, Educational Documents and Experience Certificates</p> <p>Portfolio + project completion document/proof of payment/ client testimonial</p>	
Understanding, Approach and Methodology	10	<ol style="list-style-type: none"> Understanding of the Assignment = 3 marks Training plan = 3 marks Resources Assignment 	Project Management Plan Document.	

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

		Matrix = 2 marks 4. Marketing and outreach plan = 2	
Total Technical Score (St).	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, sub-criteria, 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: -

- a) Value quoted by lowest bidder = A
- b) Value quoted by second lowest bidder = B
- c) Value quoted by third lowest bidder = C; and so on.
- d) Financial scoring of the lowest bidder will be = 100
- e) Financial scoring of the second lowest bidder will be = $(A/B) \times 100$ Financial scoring of the third lowest bidder will be = $(A/C) \times 100$; 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; T + F = 1) indicated as: $S = St \times T\% + Sf \times F\%$. The bidder achieving the highest combined technical and financial score shall be declared as winning bidder and shall be awarded contract.

8: PAYMENT SCHEDULE

SR.#	DELIVERABLES	% PAYMENT
1	Inception report emphasizing on the following but not limited to; i) Market research for the proposed digital skills; ii) Proposed training plan including training methodology, approach and lesson plan; iii) Detailed integrated project plan; iv) Project risk management plan; v) M&E plan; vi) Outreach/promotional events plan.	20
2	Complete course outline and detailed curriculum for the finalized courses.	10
3	Training Report for 420 trainees in Cycle - 1 (including attendance sheets, profiles of participants, photos, course material, evaluation by students, details of mentoring sessions, success stories, and recommendations).	20

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

4	Training Report for 420 trainees in Cycle - 2 (including attendance sheets, profiles of participants, photos, course material, evaluation by students, details of mentoring sessions, Success Stories and recommendations).	20
5	Database of trained individuals with respect to their employability.	10
6	Final training evaluation report which is based on the Monitoring and Evaluation Plan with consolidate data of trainees supported, the means of verification used and learning outcomes achieved against the KPIs of the training program with lessons learned, challenges, and recommendations for future course of action.	20

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.
- (l) "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.

SECTION-06: GENERAL CONDITIONS OF THE 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

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

- (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

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

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

2.6.3 Payment Upon Termination

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

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

- (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 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

3.9 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

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

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 Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in 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

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

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. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

SPECIAL CONDITIONS OF CONTRACT

1.1 Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

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 1.6 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: KPK Province

1.7 The Authorized Representatives are:

For the PE: _____
For the Consultant: _____

1.8 All government applicable taxes as per prevailing tax rules.

1.1. *Duration of Services is _____ 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 the 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.

INTEGRITY PACT

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

Contract No. _____
Dated: _____
Contract Value: _____
Contract Title: _____

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

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

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

Name of PE Rep: _____

Name of Seller/Supplier: _____

Signature: _____

Signature: _____

Seal:.....

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. Payment Conditions

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

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. Timesheets

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

C. Records and Accounts

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

CONTRACT

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

Signature: _____

Name: _____

Title: _____

For the Consultant

Signature: _____

Name: _____

Title: _____