

**REQUEST FOR PROPOSAL**

**HIRING OF CONSULTANCY FIRM  
FOR  
PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT  
UNDER THE PROJECT TITLED  
“ESTABLISHMENT OF ICT FACILITATION SERVICE CENTER”  
&  
“KP SUPER APP”**



<b>Bid Reference Number:</b>	<b>KPITB/24/RFP/038</b>
<b>Date/Time for Pre-Proposal Meeting:</b>	<b>July 15, 2024 at 02:30 PM</b>
<b>Last Date/Time for Submission:</b>	<b>July 25, 2024 at 02:30 PM</b>
<b>Bid Opening Date/Time:</b>	<b>July 25, 2024 at 03:00 PM</b>

**KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD- KPITB  
GOVERNMENT OF KHYBER PAKHTUNKHWA**



## **TABLE OF CONTENTS**

<b>SECTION-01. LETTER OF INVITATION .....</b>	<b>1</b>
<b>SECTION-02. INSTRUCTIONS TO CONSULTANTS .....</b>	<b>3</b>
<b>DATA SHEET .....</b>	<b>11</b>
<b>SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS .....</b>	<b>13</b>
<b>SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS .....</b>	<b>20</b>
<b>SECTION-05: TERMS OF REFERENCE (TOR).....</b>	<b>23</b>
<b>SCHEDULE OF PAYMENT .....</b>	<b>35</b>
<b>SECTION-06: GENERAL CONDITIONS OF THE CONTRACT .....</b>	<b>36</b>

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## **SECTION-01. LETTER OF INVITATION**

## LETTER OF INVITATION

Bid Reference No.: **KPITB/24/RFP/038**

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

1. The *Khyber Pakhtunkhwa Information Technology Board- KPITB* (hereinafter called “Procuring Entity”) invites proposals to provide the following consulting services: ***HIRING OF CONSULTANCY FIRM/SERVICE PROVIDER FOR PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT UNDER THE PROJECTS “ESTABLISHMENT OF ICT FACILITATION SERVICE CENTER” & “KP SUPER APP”***
2. More details on the services are provided in the Terms of Reference.
3. **This Request for Proposal (RFP) has been addressed to all the interested eligible Consultants except those who have an ongoing framework agreement for the similar services in these projects.**
4. A firm will be selected under Quality & Cost Based Selection (QCBS) System and procedures described in this RFP and TORs (attached), in accordance with the KPPRA Rules 2014.
5. 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

Yours sincerely

**Assistant Director Procurement**  
Khyber Pakhtunkhwa Information Technology Board (KPITB)  
Telephone # Tel: 091-5891516

## **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, nongovernmental organizations, and individuals.
- 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) "Sub-Consultant" means any Person or entity to whom the Consultant sub-contracts any Part of the Services.
- l) "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 Proposal 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 pre-proposal conference, which will be held on July 15, 2024, at 02:30 PM in the office of KPITB.** 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 hold 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 (Annex- A).

**6. Eligible Consultants:**

Consultants qualifying the mandatory & technical criteria shall be considered as eligible consultants.

**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 (Applicable in case of EOI).

**8. Only One Proposal:**

Consultants may 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, in more than one proposal, is not allowed.

**9. Proposal Validity:**

9.1 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 expected 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 majority 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 must, at a minimum, have the experience indicated in the TOR, preferably working under similar geographical condition.
  - (iv) 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 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 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 (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.
- (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 will be subject to all admissible taxes including 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 the 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 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 unopened.

## **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 marks 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:**

- 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 date 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	<p><b>Name of the PE:</b> <i>Khyber Pakhtunkhwa Information Technology Board (KPITB)</i></p> <p><b>Name of the Assignment:</b> <b><i>HIRING OF CONSULTANCY FIRM/SERVICE PROVIDER FOR PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT.</i></b></p> <p><b>The method of selection:</b> <i>Quality &amp; Cost Based Selection (QCBS) System</i> <i>The Edition of the Guidelines is: KPPRA Rule 2014</i></p> <p><b>The Name of the PE's official (s):</b> <i>Assistant Director Procurement</i> <i>Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar.</i> <i>Telephone: 091-091-5891516 E-mail: afrasiyab.khan@kpitb.gov.pk</i></p>
2.2	<b>Financial Proposal to be submitted together with Technical Proposal:</b> <i>Yes</i>
2.3	<b>Pre-Proposal Meeting:</b> <i>Pre-proposal meeting shall be on Dated: <b>July 15, 2024, 02:30 PM</b> at KPITB office Peshawar.</i>
2.5	<b>Input &amp; Facilities provided by PE:</b> <i>All Possible input &amp; facilities will be provided by the PE.</i>
6	<b>Eligibility of Consultant:</b> <i>RFP is open to all the potential bidders to apply as no EOI has been issued in this tender. Those consultants who have an ongoing framework contract for the similar services in these projects are not eligible.</i>
7	<b>Eligibility of Consultant:</b> <i>No EOI has been issued, so there are no shortlisted consultants. A consultant shall associate only in one JV, association with more than one consultant would be considered disqualified.</i>
9.1	<b>Proposal Validity:</b> <i>The proposal's validity that shall be 90 days. The Procuring Entity may ask for an extension in proposal validity if required.</i>
10.1	<p><b>Clarification and Amendment in RFP Documents:</b> <i>Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is:</i></p> <p><i>Plot # 134-136, Industrial Estate, Jamrud Road. Hayatabad, Peshawar</i></p> <p><i>Facsimile: E-mail: <a href="mailto:mohmand.imran@kpitb.gov.pk">mohmand.imran@kpitb.gov.pk</a></i></p>
11.2	<b>Preparation of Proposals:</b> <i>Costing shall be made on the basis as per TORs.</i>
12	<b>Language:</b> <i>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 the Islamic Republic of Pakistan.</i>
13.1 (ii)	<b>System for Selection of Consultant:</b> <i>Quality and Cost-based selection (QCBS) as mentioned in the TORs section.</i>
13.1 (iii)	<b>Proposed Staff:</b> <i>All the proposed staff may or may not be employees of consultants as mentioned in the TORs.</i>
13.1 (iv)	<b>Professional Staff Experience:</b> <i>As mentioned in the selection criteria in the TORs section.</i>
13.2	<b>Technical Proposal:</b> <i>Technical proposal shall be prepared on the guidelines mentioned in section-3 and TORs in this RFP.</i>
14.1	<b>Financial Proposal:</b> <i>The consultant shall prepare the financial proposal in the standard format in section- 4 (Fin-02) of this RFP and must include all the cost including training, transportation, office, printing etc., and applicable taxes, duties etc., in the financial proposal. The consultant shall quote their administrative fee in percentage in format given in Fin-02.</i>

15.1	<b>Taxes:</b> Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges etc.
16.2	<b>Proposal Submission:</b> Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal in a single package.
16.4	<b>The Proposal submission date, time &amp; address is:</b> Plot # 134-136, Industrial Estate, Jamrud Road. Hayatabad, Peshawar. Proposals must be submitted no later than the following date and time: <b>July 25, 2024 till 02:30 PM</b>
18.1	<b>Evaluation of Proposals:</b> Quality and cost-based selection (QCBS) procedure shall be followed. Selection Criteria are available in Section-5.
19	<b>Evaluation of Financial Proposal:</b> Financial proposal shall be evaluated under QCBS system as per the procedure mentioned in the TORs section of this RFP.
20.1	<b>Negotiations:</b> Negotiations if needed shall be communicated to the consultant.
24.2	<b>Performance Security:</b> Successful bidder is required to submit <b>01 million Performance security in form of CDR or Bank Guarantee.</b>
24.3	<b>Expected date for commencement of consulting services:</b> Soon after the award of Contract

<sup>1</sup> 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:** Consultant's Experience
- TECH-2:** Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-3:** Comments or Suggestions on the Terms of Reference provided by the Client (if any)
- TECH-4:** Team Composition and Task Assignments
- TECH -5:** Technical Proposal Submission Form

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**FORM TECH-01: CONSULTANT'S EXPERIENCE**

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<p>[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.]</p> <p>Assignment name:</p>	<p>Cost of the Project :</p>
<p>Country:</p> <p>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</p> <p>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>	

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**FORM TECH-02: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

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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)

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**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) \_\_\_\_\_

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**FORM TECH-03: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE PROVIDED BY  
THE CLIENT**

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**On the Terms of Reference**

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.] (You may attach one extra sheet-one side only):

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**FORM TECH-04: TEAM COMPOSITION AND TASK ASSIGNMENTS**

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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							

---

**FORM TECH-05: TECHNICAL PROPOSAL SUBMISSION FORM**

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To:

*Assistant Director (Procurement)  
Khyber Pakhtunkhwa Information Technology Board (KPITB)  
Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar  
Telephone: 091-091-5891516*

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for **“HIRING OF CONSULTANCY FIRM/SERVICE PROVIDER FOR PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT”** 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 understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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## **SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS**

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Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.



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**FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM**

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To

Assistant Director (Procurement)  
Khyber Pakhtunkhwa Information Technology Board (KPITB)  
Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar  
Telephone: 091-091-5891516

Dear Sir/Madams:

*We, the undersigned, offer to provide the consulting services for **THE HIRING OF CONSULTANCY FIRM/SERVICE PROVIDER FOR PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT**” in accordance with your Request for Proposal dated: ..... Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1 2</sup>].*

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: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this Paragraph with: “No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution.”

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**FORM FIN-02: SUMMARY OF COSTS**

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**PRICE SCHEDULE**

Item	Costs in Percentage (%)
<b>Total Administrative Fee in Percentage (%age)</b>	

*Note: The remuneration of the resources mentioned against each position shall remain fixed as given in the table 2.1 in the Scope of Services section in TORs. The consultant will only quote a flat administrative fee in percenta. Whereas the administrative fee will be proportionality deducted from the remuneration of the deputed resources after deduction of all applicable taxes, duties etc.*

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## SECTION-05: TERMS OF REFERENCE (TOR)

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### TERM OF REFERENCE (TOR'S) AND SCOPE OF WORK FOR HIRING OF CONSULTANCY FIRMS FOR PROVISION OF SKILLED IT HUMAN RESOURCES ON FRAMEWORK CONTRACT

#### 1: PROJECT BACKGROUND:

Khyber Pakhtunkhwa Information Technology Board is a public sector autonomous organization established under the Khyber Pakhtunkhwa Establishment of Information Technology Board Act, 2011 for promotion, planning and execution of the Information and Communication Technology, Information and Communication Technology enabled services and education for public and private sectors of the Province of the Khyber Pakhtunkhwa. The main objective of the establishment of KPITB is to capitalize on the development of IT sector of Khyber Pakhtunkhwa.

n the development of IT sector of Khyber Pakhtunkhwa.

sector of Khyber Pakhtunkhwa.

#### **Project-01: Establishment of ICT Facilitation Service Center**

Through this project KPITB will provide Technical Support to all Government Departments and its attached formation of Khyber Pakhtunkhwa in terms of the development of new Software and Websites and customization of already developed software, needed on an urgent basis. It is pertinent to mention that there is no such IT Facilitation Center established at Khyber Pakhtunkhwa which can facilitate the government departments and its attached formation in terms of small-scale software development and customization of the existing software. Therefore, various government departments, directorates, and autonomous organizations are approaching KPITB for specific software that usually requires one or two software developers on a short-term basis.

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#### **Project-02: The Super App Platform**

Applications developed and used by different Government Departments for the digitization/automation of services are under the ownership of their respective departments. Data ownership is the primary concern of the parent departments which cannot be shared with anyone without the consent of citizens. Nevertheless, a citizen may require transferring their data from one government department to another, they will have to submit a printed form, and the receiving department will need to punch it manually in their system. As the number of digitized services increase this semi-automated integration will create bottlenecks that can increase the service delivery time exponentially.

The core premise of the app is to serve as a central platform that bundles all government services through a single interface. The Super App serves as the frontend to a collection of microservices bundled together and served through an openly accessible API. This not only allows for a more resilient architecture but also provides the opportunity for other government departments to build upon the existing infrastructure and provide supplementary services that may at some point in the future be merged back into the Super App.

For the execution of the above-mentioned projects, KPITB intends to hire a reputed and experienced

consultancy firms/ Service Provider for provision of skilled IT human resources on need basis under the framework contract.

## 2: SCOPE OF WORK:

The scope of the work will include, but is not limited to the following:

- 2.1. The selected service provider shall provide the following skilled human resources on need basis for a period of one year (extendable upon mutual understanding) under the framework contract.

**Table 2.1.**

POSITIONS REQUIRED UNDER THE PROJECT "ICT FACILITATION CENTER"				
S. No	Title of Positions	Max No. to be retained	Cost Per Resource Per Month	Eligibility Criteria
1	Web Application Developer (ASP.Net)	7	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
2	Web Application Developer (Code Ignitor)		160,000	
3	Web Application Developer (Laravel) /Java		160,000	
4	Web Application Developer (WordPress) / (Drupal)		160,000	
5	Web Application Developer Node Js/ React JS		160,000	
6	Mobile App Developer	1	160,000	
7	Data Collection / Data Entry Operator	2	70,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. OR 14 years of education with DIT. Experience: Minimum 02 years of relevant experience.
8	Software Quality Assurance Engineer	1	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
9	UX/UI Designer	1	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
10	ICT Infrastructure Officer	1	120,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of

				relevant experience.
11	Enterprise Solution Architect	1	300,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 07 years of relevant experience.
12	UI / UX Specialist	1	215,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Fine Arts or other related discipline. Experience: Minimum 07 years of relevant experience.
13	Data Scientist	1	215,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
<b><u>Additional Technical Resources (Expert Level) (07 No.)</u></b>				
14	IOT Engineer	7	300,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 07 years of relevant experience.
15	Block Chain Developer			
16	DevOps Engineer			
17	AI/ML Engineer (Python / R etc.)			
18	Mobile App Developer (Cross Platform i.e Flutter /React Native etc.) iOS, Android			
19	Solution Architect /Cloud Architect / Software Architect / Enterprise Architect			
20	Software Engineer (Laravel / ASP.Net / Code igniter, Oracle, Database developer/ administrator)			
21	High Availability Specialist			
22	Cyber Security Expert			
23	Business Intelligence Developer			
<b><u>Additional Technical Resources (Mid-Level) (08 No.)</u></b>				
24	Technical Writer / System Analyst	8	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering / Business Administration or other related discipline. Experience: Minimum 04 years of relevant experience.
25	Video Animator / 3D Designer / Digital Videographer / Visual content Creator			Qualification: 16 years of education. Experience: Minimum 04 years of relevant experience.
26	Software Engineer (Laravel / ASP.Net / Code igniter, Oracle, Database developer/ administrator)			Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline.
27	Business Intelligence Developer			Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering or other related discipline.

28	Network Engineer			Experience: Minimum 04 years of relevant experience	
29	Hardware Engineer				
30	Digital Marketing Expert				Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering /Marketing / Business /Management or other related discipline
31	SEO Expert				Experience: Minimum 04 years of relevant experience.
32	DevOps Engineer / DevSecOps				Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline.
33	AI/ML Engineer (Python)				
34	Cyber Security Engineer				
35	Mobile App Developer (Cross Platform i.e., Flutter /React Native etc.) IOS, Android				

POSITIONS REQUIRED UNDER THE PROJECT "KP SUPER APP"				
S. No.	Title of Positions	Max No. to be retained	Cost Per Resource Per Month	Eligibility Criteria
1	Senior Programmer	1	215,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 07 years of relevant experience.
2	Business Intelligence Developer & Analyst	1	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
3	Web Application Developer	2	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience
4	Mobile App Developer (Cross Platform)	3	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
5	Mobile App Developer (Android)	1	160,000	Qualification: 16 years of qualification in Computer Science

				/ IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
6	Mobile App Developer (IOS)	1	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
7	Mobile App Front End Designer	1	160,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
8	Senior Application Developer	4	300,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 07 years of relevant experience.
9	High Availability Specialist	2	215,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 04 years of relevant experience.
10	Senior Database Designer	1	215,000	Qualification: 16 years of qualification in Computer Science / IT/ Software Engineering / Electrical (Telecom)/ Computer System Engineering or other related discipline. Experience: Minimum 07 years of relevant experience.

2.2. The remuneration of the resources mentioned against each position shall remain fixed as given in the above table. The consultant will only quote a flat administrative fee in percentage. Whereas the administrative fee will be proportionality deducted from the remuneration of the deputed resources after deduction of applicable taxes, duties etc.

2.3. Apart from these two projects i.e., "ICT Facilitation Center" and "KP SuperApp", the contract signed with the service provider may be used in any other current or future project of the KPITB if the positions remain the same as mentioned in the above table.

- 2.4. The provision of services under this contract shall be demand driven and at the sole discretion of KPITB. The number of resources to be hired may be increased or decreased as per requirement keeping in view the availability of budget and provision of resources in the PC-I.
- a. Month will be calculated as per timing observed at KPITB's location within one calendar month which is Monday to Friday 09:00 am to 05:00 pm.
  - b. Attendance of the deputed resources and leaves will be approved by KPITB during the time of their service engagement with KPITB. It is made clear that the deputed resources shall not be considered/deemed to be in employment of KPITB and they shall have no claim against KPITB, any liability arising in this respect shall solely lie on the service provider. Furthermore, the deputed resources shall be the personnel/employees of the Service Provider for all intents and purposes of the law of the land.
  - c. KPITB will request the services provider two-week prior for provision of required resources while the service provider shall be bound to provide it within two weeks' time. If the services of a resource are no longer required than the KPITB will serve two-weeks prior notice to the services provider.
  - d. A resource once hired shall be retained by the KPITB for at-least one-month period, unless the services of the resource is not satisfactory, in which case, services may be dispensed with before the one-month period.
- 2.5. The unit cost/administrative fee per month set forth in the proposal/contract shall be locked for a period of one year (01) year and the service provider shall be bound to provide the required skilled resources within approved contract cost.
- 2.6. The Successful Bidder shall provide skilled resources as per the criteria set forth for each position, however, the provided resources may be formally interviewed in KPITB before assigning the desired tasks/projects/assignments. The consultant shall provide minimum three CVs of the required education and technical expertise/experience as mentioned in the required qualification and experience and after formal interview, the service provider shall provide the selected resources within two (02) weeks.
- 2.7. If at any time and at its sole discretion, KPITB determines that the services performed under and pursuant to this contract by any of the resource If the resources provided (Skilled IT HR) are not satisfactory or unavailable due to unforeseen situation, KPITB will notify the firm in writing and firm shall immediately withdraw such resource and, shall provide minimum three CVs of the required education and technical expertise/experience as mentioned in the required qualification and experience and after formal interview, the service provider shall provide the resources within two (02) week time.
- 2.8. If the resources provided (Skilled IT HR) are not satisfactory or unavailable due to unforeseen situation, KPITB will notify the firm in writing and firm shall immediately withdraw such resource and, shall provide minimum three CVs of the required education and technical expertise/experience as mentioned in the required qualification and experience and after formal interview, the service provider shall provide the resources within two (02) week time.
- 2.9. The KPITB will provide the resource with any licenses for software, necessary for carrying out their duties with KPITB, but the consultant shall be responsible for their safety & security, & shall also be held liable to pay in case of any damage, loss, or theft.
- 2.10. The consultant will be sole responsible to obtain security clearance from law enforcement agencies (if so required). However, after the selection of the candidate, the Service Provider will provide the **Police Clearance Certificate** (from local police station) and Character Certificate from a Gazetted Officer of each selected candidate within fourteen (14) days.



- 2.11. Any software customization, development, innovation, upgradation performed by the technical resources engaged under this contract will be the sole property of KPITB with the clear guidelines of the confidentiality of the contents and platform.
- 2.12. The KPITB shall deduct all applicable taxes, duties and other charges at the rate prescribed under the laws of Pakistan, from all payments made for services rendered by Service Provider.
- 2.13. KPITB may increase or decrease the number of skilled resources against each position depending on the needs.
- 2.14. The Service Provider will ensure that the provided HR will keep the confidentiality of all the projects, code, and initiatives performed under this agreement and shall not use any of the above information for any other purpose apart from the stated projects.
- 2.15. KPITB may depute services of skilled IT HR at its discretion in any project and to any Government Department.
- 2.16. Two casual leaves will be allowed per month and medical leaves will be allowed as per medical report. If the medical leave goes beyond one week, then the consultant shall provide replacement of the same resource.
- 2.17. For attending meeting at different department in Peshawar and outside Peshawar, Transportation Allowance shall be met on actual basis by KPITB from the concerned project.
- 2.18. The consultant shall share the HR policies of the firm and contract agreement of the concerned employees, with KPITB.
- 2.19. It shall be the responsibility of the consultant to provide necessary training and capacity building to these employees from time to time as where and when required.
- 2.20. The solutions developed, content drafted, any products or material created, data generated by the deputed employees shall be the sole propriety of the KPITB, the consultant will not claim any such data or material for marketing or presentation purposes.
- 2.21. The deputed resource will sign an NDA with KPITB and the Service Provider, for non-disclosing of KPITB's digital assets with the consultant or any other party.
- 2.22. OTHER TERMS AND CONDITIONS:
  - a. The Service Provider shall always comply with the provisions of Labor and other laws which are applicable to Service Provider as an independent establishment and has no relation with KPITB or KPITB's Management. The Service Provider shall be solely and exclusively responsible to discharge obligation in respect of statutory benefits, Employees Old Age Benefits, Workers Welfare Fund, or any other taxes/contributions payable under the prevalent laws and payment or compensation to his personnel whether such benefits, payment or compensation are enforced at present or which may be introduced subsequently by the Government. It is clearly understood that KPITB or KPITB's Management shall not be liable to pay any sum of facility other than the agreed rates herein for various services, on execution of this Agreement.
  - b. The selected Service Provider shall at his own cost will ensure to provide health and life insurance coverage for the deputed human resources as well as full and adequate protection against all the claims of its personnel in respect of health, death, injuries, or disabilities.
  - c. The Service Provider shall, at all times during the currency of this Agreement as well as thereafter, keep KPITB indemnified against all third party or labor claims in respect of any of the employees deputed by the Service Provider for provision of the services under this Agreement.

- d. If the KPITB or KPITB's management suffer any loss or incur any liability for any cost, charges, claims, damages, fees, and penalties because of the Service Provider non-compliance with the labor laws the Service Provider hereby undertakes to reimburse, indemnify of all such charges mentioned herein above.
- e. The Service Provider personnel shall be the employees of the Service Provider and nothing herein nor any act done pursuant hereto be whom-so-ever shall constitute the relationship of the employer and employees between KPITB and the Service Provider personnel. The Service Provider shall all times indemnify and keep harmless the KPITB or KPITB's Management against all damages and compensations payable or paid against all claims and all others matters connected with or arising out of this agreement or incidental hereto.
- f. The service provider shall undertake to indemnify the KPITB of any loss caused/ occurred by or resulting from the negligence of its personnel directly, the firm shall indemnify the KPITB up to the extent of actual loss assessed by the joint Inquiry Committee comprising of representatives of the Service Provider and the KPITB. The Inquiry Committee shall be constituted by the KPITB. The decision of KPITB Management in the respect of any case shall be final and binding upon the Service Provider.
- g. After expiry of one year, the contract may be renewed on mutual consent (agreed terms & conditions) of both KPITB and Service Provider, subject to the satisfactory performance, for each extended year. Moreover, on renewal of the contract, the consultant will submit renewed Bank Guarantee of PKR. 01 million for the extended period.

### 3: DELIVERABLES:

The selected bidder shall be bound for provision of skilled human resources as per need, as & when required and as per agreed monthly rates during the contract time period.

### 4: DURATION OF THE SERVICE:

The Service Provider once appointed shall provide the Skilled IT HR for a period of one (01) year which may be extended on mutually agreed terms & conditions for another year subject to satisfactory performance by the service provider, availability of funds with KPITB and principal approval by the competent authority.

### 5: EVALUATION CRITERIA

All the bids shall be evaluated against the following Mandatory, Technical and Financial evaluation criteria.

#### 5.1: MANDATORY ELIGIBILITY CRITERIA

The consultant firm shall qualify the following mandatory eligibility criteria.

S. No	Mandatory Criteria	Documentary Evidence
1	The consultant shall be registered as a firm/company with SECP/Registrar of Firm etc.	Registration/Incorporation Certificate
2	The consultant shall be registered with FBR and KPRA and shall be an active taxpayer.	A certificate with Active Status
3	Judicial Affidavit on stamp paper of Rs. 100/- declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/ defaulted by any government agency/ department/organization".	Affidavit on Judicial Stamp Paper Duly Attested.
4	Provide separate undertaking on judicial stamp paper duly attested that the information provided by the firm is correct and any misleading or false information found at any stage,	Affidavit on Judicial Stamp Paper Duly Attested.

	during the evaluation stage, or after the contract award may lead to proposal rejection or contract termination.	
5	An affidavit stating that the consultant shall be liable to provide resources mentioned in 2.1 and agree with the terms and conditions mentioned in the TORs in this RFP.	Affidavit

## 5.2: 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.

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

Weight	Evaluation Criteria	Weightage
W1	Profile	20%
W2	Experience	40%
W3	Financial Strength	10%
W4	Technical & HR Capability	30%

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

$$St = (A1*W1/100) + (A2*W2/100) + (A3*W3/100) + (A4*W4/100)$$

Where, A1, A2, A3 and A4 are the total component scores against Profile, Experience, Financial Strength, and Technical & HR Capability criteria respectively.

The technical criteria and their details are given below:

### PROFILE (A1):

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

Item	Score	Criteria	Documentary Evidence
Years of incorporation /registration (A)	<b>25</b>	<ul style="list-style-type: none"> <li>Below 5 years of registration = 0 marks</li> <li>5-7 years = 10 marks</li> <li>7-10 years = 20 marks</li> <li>More than 10 years = 25 Marks</li> </ul>	Registration Certificate
No. of clients (B)	<b>30</b>	<ul style="list-style-type: none"> <li>Up to 10 clients= 10 marks</li> <li>Up to 20 clients= 20 marks</li> <li>More than 20 clients=30 marks</li> </ul>	Verifiable List with contact number and email ID of the Relevant official.
CMMI Certification (C)	<b>45</b>	<ul style="list-style-type: none"> <li>45 marks for CMMI Level 2 or above</li> </ul>	Certificate copy
<b>Total A1= (A+B+C)</b>	<b>100</b>		

### EXPERIENCE (A2):

The experience of each bidder will be evaluated based on the following factors:

(Note: A project (Work order/Contract/ Completion certificate) once considered in one section, shall be not be considered again for marking in any other section.)

Item	Score	Criteria	Documentary Evidence
Experience of providing (third	40	20 marks for each contract (providing	Service Order /

party) specialized <b>IT Human Resource</b> to any national or international reputed organization. (D1)		at-least 30 resources)  10 marks for each contract (providing at-least 10 resources)  up-to maximum 40 marks.  (In case of composite contract, at least 50% of the total HR specialized in IT shall be considered for scoring in this category).	Contract/Completion Certificate.
Experience of providing (third party) specialized <b>IT Human Resource</b> to any government organization in Pakistan. (D2)	40	20 marks for each contract (providing at-least 30 resources)  10 marks for each contract (providing at-least 10 resources) up-to maximum 40 marks.  (In case of composite contract, at least 50% of the total HR specialized in IT shall be considered for scoring in this category).	Service Order / Contract/Completion Certificate
Experience of providing (third party) non-IT specialized <b>Human Resource</b> (Janitorial, Security or similar resources/projects will not be considered for marking/scoring) to any national or international reputed organization. (E)	20	10 marks for each contract (providing at-least 20 resources) up-to maximum 20 marks	Service Order / Contract/Completion Certificate
<b>Total A2 = (D1+D2+E)</b>	<b>100</b>		

#### FINANCIAL STRENGTH (A3):

Financial Strength of each bidder will be evaluated based on the following two factors:

Item	Score	Criteria	Documentary Evidence
Average Annual Current Assets of last 03 years. (F)	50	<ul style="list-style-type: none"> <li>Current Assets less than 15 million = 0 marks</li> <li>Current Assets of &lt;15- 20 million = 20 Marks</li> <li>Current Assets of &lt;20- 30 million = 40 Marks</li> <li>Current Assets of more than 30 million = 50 Marks</li> </ul>	Audited Financial Statement of the last 03 years.
Average Current Balance for the last six months. (G)	50	<ul style="list-style-type: none"> <li>15 million or above =50 marks</li> <li>10-15 million = 25 marks</li> <li>Less than 10 million = 0 marks</li> </ul>	Bank Statement of the last six months
<b>Total A3 = (F+G)</b>	<b>100</b>		

#### TECHNICAL & HR CAPABILITY (A4):

Item	Score	Criteria	Documentary Evidence
Online Platform (H)	20	<ul style="list-style-type: none"> <li>Availability of online employee database and web portal/ HRMS to track the bio metric attendance, leaves, performance etc. of the employees.</li> </ul> (maximum 10 marks)	Detail description of the platform shall be provided in

		<ul style="list-style-type: none"> <li>Having own job portal (maximum 10 marks)</li> <li>&gt; 2,000 registered users (10 marks)</li> <li>&gt; 1,000 registered users (05 marks)</li> <li>&gt; 500 registered users (2 marks)</li> <li>&lt; 500 registered users (zero mark)</li> </ul>	the proposal. The PE may ask for Demo.												
HR Capability (I)	80	<p>To check the HR Capability of the service provider, all bidders shall submit one (01) CV against each position mentioned in the table above at 2.1 in the Scope of Work section, which will be evaluated against the following two factors while the minimum education and experience mentioned in the table above shall remain mandatory.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Score</th> <th>Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td>Relevant Certification</td> <td>20</td> <td> <ul style="list-style-type: none"> <li>With no Certification = 50%</li> <li>Basic Certification = 70%</li> <li>Mid-Level Certification = 90%</li> <li>Advance-Level Certification =100%</li> </ul> </td> <td>Copy of the Certificate</td> </tr> <tr> <td>Relevant Professional Experience</td> <td>80</td> <td> <ul style="list-style-type: none"> <li>+3 years = 100%</li> <li>+2 years = 90%</li> <li>+1 years = 80%</li> <li>Minimum required experience = 70%</li> </ul> <p>Note: More than 70% marks shall be counted from the minimum required experience.</p> </td> <td>CV</td> </tr> </tbody> </table>		Description	Score	Criteria	Documentary Evidence	Relevant Certification	20	<ul style="list-style-type: none"> <li>With no Certification = 50%</li> <li>Basic Certification = 70%</li> <li>Mid-Level Certification = 90%</li> <li>Advance-Level Certification =100%</li> </ul>	Copy of the Certificate	Relevant Professional Experience	80	<ul style="list-style-type: none"> <li>+3 years = 100%</li> <li>+2 years = 90%</li> <li>+1 years = 80%</li> <li>Minimum required experience = 70%</li> </ul> <p>Note: More than 70% marks shall be counted from the minimum required experience.</p>	CV
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<b>Total A4 = (H + I)</b>	<b>100</b>														

**Method of Selection:** Quality & Cost Based Selection (QCBS) System (i.e., Technical=80%, Financial=20%)

**Evaluation Process:** Evaluation of Technical Proposals: The evaluation committee shall evaluate the Technical Proposals based on 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 (70/100).

### 5.3: EVALUATION OF FINANCIAL PROPOSAL

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened. All the bidders shall quote their administrative fee in percentage as a financial bid. 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=  $(A/B) \times 100$  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 = 80%, the weight given to the Technical Proposal; F = 20%, 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 the winning bidder and shall be awarded the contract.

**Financial Bid:**

The monthly remuneration mentioned above against each position shall remain fixed. The bidders shall only quote the administrative fee in terms of percentage as a financial bid.

After deduction of all applicable taxes and duties by the PE, the service provider will deduct their percentage of administrative fee proportionately from the monthly remuneration and remaining amount will be paid to the resources.

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## SCHEDULE OF PAYMENT

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### PAYMENT SCHEDULE

All payments will be subject to following conditions:

- a. Monthly payment will be made to the Service Provider and resources on actual basis as per the attendance recorded/tasks verified by KPITB and after necessary deductions of absentees of the deputed resources. Deduction of unentitled / unauthorized absence will be calculated based on rates provided above divided by calendar days in month.
- b. Payment shall be made after deduction of all applicable taxes etc. as per Government rules on total invoice amount.
- c. After deduction of all applicable taxes and duties by the PE, the service provider will deduct their percentage of administrative fee proportionately from the monthly remuneration and remaining amount will be paid to the resources.
- d. In order to ensure that exact amount is paid to the resources after deduction of all applicable taxes and administrative fee, the service provider shall submit the monthly Payroll / Bank Statement to the KPITB for cross verification.
- e. Payment towards staff's insurance and EOBI or any other dues that may become applicable shall be paid by the Service Provider at no extra cost to KPITB.
- f. All the payments shall be made to the service provider through cross cheque in the Pak Rupees.
- g. Invoice shall be addressed to Project Manager/DD Technical KPITB who shall process the invoice for payment.
- h. Loss or Damages (if any) caused by the personals of the service provider will be liable to be deducted from the monthly invoice at KPITB's discretion.
- i. Poor quality of services, non-compliance of the agreement terms, schedule of work or agreed terms if notified by KPITB and no improvement is made by the service provider will also liable to be deducted on KPITB's discretion.
- j. Monthly salaries to the resources will be paid by the service provider before 5th of each month, no matter the service provider receive payment from the PE or not. In case the service provider fails to pay salaries on time, KPITB will have the right to deduct 0.5% per month from the administrative fee of the service provider as a penalty.

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## SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

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### 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.

#### **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 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) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed, and
- (c) 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's 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 a 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 specified in the SC.

### **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 Services and Facilities listed under Appendix F.

## **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. 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. The

## SPECIAL CONDITIONS OF CONTRACT

Ref. No.	Details
1.1	Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.
1.3	English Language
1.4	<p>Procuring Entity: Khyber Pakhtunkhwa Information Technology Board- KPITB            Attention: Assistant Director Procurement            E-mail: afrasiyab.khan@kpitb.gov.pk</p> <p>Consultant:            Attention: _____            Facsimile: _____            E-mail: _____</p> <p><b>Note:</b> <i>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.</i></p>
1.5	<b>Service Location:</b> Khyber Pakhtunkhwa
1.7	The Authorized Representatives are: For the PE: _____ For the Consultant: _____
1.8	All taxes and duties applied by the Government of Pakistan
2.1	<b>Effectiveness of Contract:</b> From the date of signing of the contract
2.2	<b>Date for Commencement of Services:</b> Soon after signing of the contract
2.3	<b>Time Period shall be: One (01) year</b> , starting from the date of signing of the contract and may be extended upon mutual consent of both the parties.
5.1	KPITB will provide possible assistance in the execution of the project.
6.1	The successful bidder shall submit a performance bank security/guarantee of PKR. 01 million from the scheduled banks.
6.3	The amount is in Pak Rupees <i>[insert amount]</i> .
6.5	The accounts are: for foreign currency or currencies: <i>[insert account]</i> for local currency: <i>[insert account]</i> Payments shall be made according to the schedule mentioned in the TOR.
8.2	Disputes shall be settled by the complaint redressal committee define in KPPRA Act & Rules 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 the 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: .....

## DRAFT 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 a period of one (01) year which may be extended upon mutual consent of both the parties (if needed).

### 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 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 Insert PKR]*, 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.

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**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. The seat of arbitration shall be at Peshawar.

**For the PE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**For the Consultant**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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