

**REQUEST FOR PROPOSAL**  
**FOR**  
**HIRING OF CONSULTANT FOR COMMERCIAL & FINANCIAL FEASIBILITY OF**  
**SPECIAL TECHNOLOGY ZONE MARDAN, KHYBER PAKHTUNKHWA (KPK)**

**ADP NO. 1874-21 053**



**Bid Reference Number:** KPITB/21/RFP/029  
**Date/Time for Pre-Proposal Meeting:** December 20, 2021 at 03:30 PM  
**Last Date/Time for Submission:** December 30, 2021 at 02:30 PM  
**Bid Opening Date/Time:** December 30, 2021 at 03:00 PM

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



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## SECTION-01. LETTER OF INVITATION

## LETTER OF INVITATION

Tender Reference No.: KPITB/21/RFP/029

*Location and Date: KPITB Office, 134- 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 CONSULTANT FOR COMMERCIAL & FINANCIAL FEASIBILITY OF SPECIAL TECHNOLOGY ZONE MARDAN***
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
3. A firm will be selected under the Quality & Cost Based Selection (QCBS) System and procedures described in this RFP and TORs (attached), in accordance with the KPPRA Rules 2014.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Conditions of Contract

Yours sincerely

Assistant Director Procurement  
Khyber Pakhtunkhwa Information Technology Board (KPITB)  
Telephone # Tel: 091-5891516  
E-mail: mohmand.imran@kpitb.gov.pk

## **SECTION-02. INSTRUCTIONS TO CONSULTANTS**

## **INSTRUCTIONS TO CONSULTANTS**

### **1. Definitions**

- a) "Procuring Entity (PE)" means Khyber Pakhtunkhwa Information Technology Board (KPITB).
- b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, 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 December 20, 2021, at 03:30 PM.** Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

## 3. Conflict of Interest

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



**Conflicting Relationship:**

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

**4. Fraud and Corruption:**

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

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

Under Rule 44 of KPPRA 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded the 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 the 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 Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of the 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 the proposal. The procuring Entity shall communicate such response to all Parties who have obtained the RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### **11. Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

#### **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 to 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 conditions.
- (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 the 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 the 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 is required to submit Performance security at the rate indicated in the 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 CONSULTANT FOR COMMERCIAL &amp; FINANCIAL FEASIBILITY OF SPECIAL TECHNOLOGY ZONE MARDAN, KHYBER PAKHTUNKHWA (KPK).</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>Mr. Imran- Assistant Director Procurement</i> <i>Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar.</i> <i>Telephone: 091-091-5891516 E-mail: <a href="mailto:mohmand.imran@kpitb.gov.pk">mohmand.imran@kpitb.gov.pk</a></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 <b>Dated: December 20, 2021, 03:30 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.</i>
7	<b>Eligibility of Consultant:</b> <i>No EOI has been issued, so there are no shortlisted consultants. A sub-consultant may associate with only one consultant, association with more than one consultant would not be allowed.</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: 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 of deliverables 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 shall be permanent 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 of this RFP and must include all the costs including training, transportation, office, printing, etc., and applicable taxes, duties, etc., in the financial proposal. Cost shall be stated in local currency i.e., Pakistani Rupees.</i>
15.1	<b>Taxes:</b> <i>Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges etc.</i>
16.2	<b>Proposal Submission:</b> <i>Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal in a single package.</i>

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

<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:** Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-4:** Comments or Suggestions on the Terms of Reference provided by the Client
- TECH-5:** Team Composition and Task Assignments
- TECH-6:** Staffing Schedule
- TECH-7:** Work Schedule
- TECH -8:** 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 the 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)


**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: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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

**a) Technical Approach and Methodology:** In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**b) Work Plan:** In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and the ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

**c) Organization and Staffing:** In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

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**FORM TECH-04: 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-05: 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-06: STAFFING SCHEDULE**

Full time input

Part time input

S. No.	Name of Staff <sup>1</sup>	Staff input (in the form of a bar chart) <sup>2</sup>							Total
		Duty	Jan	Feb	Mar	Apr	May	Jun...	
<b>Local Staff</b>									
1		Home							
		Field <sup>3</sup>							
2		Home							
		Field							
3		Home							
		Field							
4		Home							
		Field							
5		Home							
		Field							
<b>Foreign Staff</b>									
06		Home							
		Field							
And so on.....									
<b>Grand Total</b>									

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





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**FORM TECH-08: TECHNICAL PROPOSAL SUBMISSION FORM**

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To:

*Khyber Pakhtunkhwa Information Technology Board (KPITB)  
Address: 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar  
Telephone: 091-091-5891516  
E-mail: mohmand.imran@kpitb.gov.pk*

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for “*Consultancy for the Master-planning and Designing of Special Technology Zone Mardan*” 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: \_\_\_\_\_

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under 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  
E-mail: mohmand.imran@kpitb.gov.pk

Dear Sir/Madams:

*We, the undersigned, offer to provide the consulting services for "Hiring of consultancy services for the Financial and Commercial Feasibility of Special Technology Zone Mardan" in accordance with your Request for Proposal. 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 the 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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Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal <sup>2</sup>		

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**FORM FIN-03: BREAKDOWN OF COST BY ACTIVITY 1**

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

**TERM OF REFERENCE FOR THE CONSULTANT FOR COMMERCIAL & FINANCIAL FEASIBILITY OF SPECIAL TECHNOLOGY ZONE MARDAN, KHYBER PAKHTUNKHWA (KPK)”**

**Overview:**

KPITB has been mandated to establish Special Technology Zone Mardan (STZ) which will help develop a technology-driven knowledge ecosystem to encourage hi-tech innovative solutions and futuristic entrepreneurship. STZ Mardan will develop a provincial network of Special Technology Zones which will change the economic outlook of the province by enhancing ICT exports and encouraging technology and knowledge transfer from global technology hubs. Moreover, Special technology zone Mardan will serve to create a space for foreign investors, indigenous companies, and educational and training institutes to collaborate for the information technology-driven industrial revolution in the province. Moreover, the “Special Technology Zones Mardan” will offer several incentives for both ‘zone developers’ and ‘zone enterprises. The STZ Mardan will feature some of the leading global high-tech enterprises with major national tech companies, research institutes, new-technology-based firms, startups, business support services, and convening community facilities, representing model collaborative spaces for innovation and entrepreneurship promotion. The KP government believes that the new initiative will not only boost the province’s economy but would also create ample job opportunities for the youth.

The objective of this proposal is to establish a cluster-based ecosystem for the technology sector with the allocation of certain areas called Special Technology Zone (STZ) Mardan where technology companies can have modern and cutting-edge infrastructure while being internationally competitive. This will boost the growth of technology exports and jobs in the province. In each cluster, apart from the tech companies for the sake of academia-industry linkages, centers of excellence for technology research, community centers as well as some residential areas can be built to cater to all the needs of the industry players. The development of this ecosystem will attract foreign direct investments and will also encourage the local investors to invest in the Special Technology Zone (STZ) on the basis of offered incentives. Each of these clusters will be governed by the Special Technology Zone (STZ) Mardan.

**A. TORs for Consultant (Commercial & Financial Feasibility of Special Technology Zone Mardan)**

- i. Evaluating the client’s (KPITB) requirements analytically and technically while conducting financial feasibility of the Project and carrying out a detailed needs analysis, including demand and supply assessment.
- ii. Study existing national and international benchmark projects, their salient features, and important lessons relevant to the context.
- iii. Identify and list all the revenue-generating activities/services, the revenue generation potential of all such services and determine the estimated revenue to be generated, perform a cost-benefit analysis, and develop a complete project management plan for the project.
- iv. The consultant shall draft a comprehensive Economic Impact Assessment report.
- v. Identify and list all the revenue-generating activities/services, the revenue generation potential of all such services and determine the estimated revenue to be generated, and perform a cost-benefit analysis.
- vi. Analysis of potential comparable financing and operating models.
- vii. To provide assistance in obtaining necessary approval & support of departments/authorities of the government on all the requirements, recommendations, and decisions (if needed).

- viii. Develop revenue-generating Models and Operating models, which shall include recommendations on revenue generation from the private sector investor/operator and KPITB.
- ix. Furnish a detailed proposal to assist the KPITB in mobilizing finances for the execution of the said project from different funding agencies-national and international, including the Government of Pakistan, the Government of Khyber Pakhtunkhwa, Public-Private Partnership and loan from financial institutions / commercial banks.
- x. The consultant shall conduct the financial feasibility (Including IRR, NPV etc. any other contemporary benchmarks) of the project by considering Probable Financing options (BOT, BOOT etc.) in the light of relevant PPP Act/laws, and a comprehensive report may be submitted to the client including all relevant materials which can be justified in the viability of the project
- xi. The consultant shall prepare a detailed and comprehensive report of the project to be run on PPP mode to be submitted to the PPP Unit P&D Department for approval, defined under the PPP Act/laws, or any other relevant forum.
- xii. The consultant shall submit separate Financial and Commercial Feasibility Reports for ascertaining the viability of the project for Public-Private Partnership and government funding that should include but not be limited to the following:
  - Review of Legal Framework
  - Social and economic viability of the project (for consideration of funding from Govt.)
  - CAPEX (Capital Expenditure) Analysis
  - OPEX (Operation Expenditures) Analysis
  - Routine and Periodic Maintenance Forecasting
  - Revenue Analysis & Forecasting
  - Project Risk Identification and Allocation
  - Inflation and Lending Market Analysis
  - PPP Modeling Base Case
  - Viability Gap Analysis
  - Financial Analysis & Bankability
  - Sensitivity Analysis
  - Conclusion & Recommendation
  - Draft Commercial & Feasibility Report
  - Final Commercial & Feasibility Report (for Government funding)
  - Final Financial & Commercial Feasibility Report (For PPP Mode)
- xiii. The consultant will arrange a 2-days workshop on Commercial Feasibility study on various PPP modalities for KPITB and ST&IT officers (including boarding & lodging) wherein all the activities involve (stepwise till compilation of final reports) will be highlighted and elaborated to the officers of KPITB and ST&IT.
- xiv. The consultant shall prepare the case including all the requisite documents in light of the Special Technology Zones Authority (STZA) developed criteria for application to the STZA Authority to be declared as STZ.
- xv. The consultant shall draft a comprehensive Economic Impact Assessment report.
- xvi. The consultant shall submit a comprehensive report to analyze different factors that can support the Government of KP in the promotion of entrepreneurship & innovation, revenue generation, direct and indirect employment opportunities for the IT graduates, promotion

of research & development, support and promotion of IT industry in the province, and growth of the digital economy, etc.

#### **THE EXPECTED OUTCOME OF THE CONSULTANCY**

The consultancy services for the (Commercial & Financial Feasibility of Special Technology Zone Mardan) shall include but not limited to the following documents:

- i. Market demand and supply analysis report
- ii. Economic Impact Assessment report
- iii. Post construction sustainable business model.
- iv. Documents/Application for STZA.
- v. To submit a complete proposal/PC-I in close coordination with the technical consultant and in line with the approved feasibility report for the project to obtain required government funding to execute the project.
- vi. Financial & Commercial feasibility report (for PPP)
- vii. Financial & Commercial feasibility report (for Government funding)



**PART-I: ELIGIBILITY CRITERIA / MANDATORY REQUIREMENTS:**

The Consultants submitting the bid MUST:

- i) Firm must be a valid legal entity e.g., Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms. Foreign firms must attach similar certificates of registration from the respective registration body of their home country.
- ii) Be registered with the Federal Board of Revenue and should be on the Active Tax Payer List (ATL). Copy of FBR certificate must be attached with the technical proposal failing which, the proposal will be declared as non-eligible and the bids shall be rejected.
- iii) Be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) and should be on the Active Tax Payer List (ATL).
- iv) The firm shall be registered with the national or International Accountancy bodies.
- v) The Bidder firm must have affiliation with one of the global audit firms.
- vi) The firm must be in Category-A in State Bank of Pakistan and Satisfactory QCR Rating of ICAP.
- vii) The firm must have nationwide presence with at least three offices in Pakistan
- viii) 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”.
- ix) 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, during the evaluation stage, or after the contract award may lead to proposal rejection or contract termination.

Technical Evaluation of only those proposals will be done who satisfy the above eligibility criteria / mandatory requirements. Financial Proposals of non-eligible / non-responsive firms will be returned unopened.

## PART-II: TECHNICAL & FINANCIAL EVALUATION

**Method of Selection:** Quality & Cost Based Selection (QCBS) System (Technical 70% & Financial 30%).

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

Weight	Evaluation Criteria	Weightage
W1	Experience of Firm	40%
W2	Financial Strength	15%
W3	Project Team	30%
W4	Approach and Methodology	15%

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 Experience, Financial Strength, Project Team, and Approach & Methodology criteria respectively.

The technical criteria and their details are given below:

#### **1. EXPERIENCE (A1):**

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

Item	Criteria	Documentary Evidence	Score
	The number of Consultancy Projects completed in the public or private sector during the last ten years of at least 15 million PKR or above.  25 or more Projects - 100% 20 Projects – 70% 15 Project - 35%	Completion Certificate & Contract/Work Order mentioning the value & scope of projects.	10
	<b>No. of Partners/Directors</b>  20 or more partners - 100% 15 or more partners – 70% 10 or more partners - 35%	Documentary Proof	15
	<b>No. of Chartered Accountants other than partners/directors.</b>  20 or more accountants - 100% 15 or more accountants – 70% 10 or more accountants - 35%	Contract and Degrees	10
Specific Experience of the Firm	The number of Consultancy Projects completed of Financial/Commercial Feasibility with Public or Private Sector in Pakistan during last ten years of at least 15 million PKR or equivalent currency.  10 or more Projects - 100% 05 Projects – 70% 03 Project 35%	Completion Certificate & Contract/Work Order mentioning the scope & value of projects.	20
	The number of Consultancy Projects completed	Completion	15

	of Economic Impact Assessment Studies/feasibility with Public or Private Sector during last ten years of at least 10 million PKR or equivalent currency.  03 or more Projects - 100% 02 Projects – 70% 01 Project 35%	Certificate & Contract/Work Order mentioning the scope & value of projects.	
	Number of Projects completed of similar nature with Government of Khyber Pakhtunkhwa during last ten years of at least 10 million PKR or equivalent currency.  03 or more Projects - 100% 02 Projects – 70% 01 Project 35%	Completion Certificate & Contract/Work Order mentioning the scope & value of projects.	10
	<b>Experience of working with Economic Zones</b> Feasibility/Financial Advisory or Consulting project provided to Economic Zones  03 or more Projects - 100% 02 Projects – 70% 01 Project 35%	Engagement Letter /Contract	20
<b>Total A1</b>			<b>100</b>

## 2. **FINANCIAL STRENGTH (A2):**

The financial Strength of each bidder will be evaluated on the basis of the following two factors:

Item	Criteria	Documentary Evidence	Score
Current Assets	Current Assets of less than 100 M = 0 Marks Current Assets of more than or equal to 100 M = 20Marks Current Assets of more than or equal to 150 M= 30Marks Current Assets of more than 200 million= 40 Marks	Audited Financial Statement of any financial year during the last three (03) years.	40
Annual Turnover	Annual Turnover of less than PKR 300 million = 0 Marks Annual Turnover of equal or more than PKR 300 million = 30 Marks Turnover of equal or more than PKR 600 million = 40 Marks Turnover of equal or more than PKR 900 million = 60 Marks	Audited Financial Statement of any financial year during the last three (03) years.	60
<b>Total A2</b>			<b>100</b>

## **PROJECT TEAM (A3):**

This section of the evaluation rates the team nominated by the bidders to execute the assignment. For this, each CV will be evaluated separately on the basis of education and past experience of the following required human resources: -

**Required Human Resource** (Attach Detailed CVs) ..... **100**

- |                              |          |    |
|------------------------------|----------|----|
| 1. Project Manager/Team Lead | (01 No.) | 20 |
| 2. PPP Expert                | (01 No.) | 20 |

3. Financial Expert	(01 No.)	20
4. Legal Expert	(01 No.)	10
5. Business Development Expert	(01 No.)	10
6. Civil Engineer	(01 No.)	10
7. Economist	(01 No.)	10

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

S.No	Position	Qualification & Experience Criteria	Documentary Evidence	Total Marks
1	<b>Team Lead</b>	<p><b>Qualification:</b> MS in Engineering/CA/CFA/ICMA/ACCA (25%) B.Sc Engineering/MBA (Finance/Accounting/Administration)/M.Com (15%)</p> <p><b>Experience:</b> Must possess a minimum of 3 years of experience as a team lead.</p> <p><b>General Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%</p>	CV + Degree + Experience Certificates	20
2	<b>PPP Expert</b>	<p><b>Qualification:</b> MS in Engineering/CA/CFA/ICMA/ACCA (25%) B.Sc/BE Engineering/MBA/BBA (Finance/Accounting/Administration)/M.Com (15%)</p> <p><b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%</p>	CV + Degree + Experience Certificates	20
3	<b>Financial Expert</b>	<p><b>Qualification:</b> CA/CFA/ICMA/ACCA (25%) MBA/BBA (Finance/Accounting/Administration)/M.Com (15%)</p> <p><b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%</p>	CV + Degree + Experience Certificates	20
4	<b>Legal Expert</b>	<p><b>Qualification:</b> LLM/Bar at Law (25%) LLB (15%)</p> <p><b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%</p>	CV + Degree + Experience Certificates	10
5	<b>Business Development</b>	<p><b>Qualification:</b> MS in Management Science/Economics/Engineering</p>	CV + Degree + Experience	10

	<b>Expert</b>	(25%) MBA/BBA (Finance/Marketing/Administration)/M.Com (15%)  <b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%	Certificates	
6	<b>Civil Engineer</b>	<b>Qualification:</b> MS in Civil Engineering (25%) B.Sc/BE Engineering (15%)  <b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%	CV + Degree + Experience Certificates	10
7	<b>Economist</b>	<b>Qualification:</b> MS/M.Phil in Economics/CA/CFA/ICMA/ACCA - (25%) MBA/BBA (Finance/Accounting/Administration)/ M.Sc/B.Sc in Economics - (15%)  <b>Experience:</b> More than 10 years 75% 7 years to less than 10 years 60% 5 years to 7 years 40% Less than 5 years 20%	CV + Degree + Experience Certificates	10

The Maximum Age limit for each position shall not exceed 60 years

**APPROACH & METHODOLOGY (A4):**

This section will evaluate the bidder's solution to the given problem, i.e. the Consultancy assignment.

Item	Score
Approach and Methodology	100

Each section contains several questions that can be given either of the following grades depending on the content of the technical proposal. The bidders shall also make a presentation on the approach and methodology provided in the proposal to the Procurement Committee of the Client (KPITB All bidders shall be intimated about the date and time of presentation during the evaluation process of the bids.

Grade (G)	Quality (Q)	Weight (W)
A	Excellent	1
B	Good	0.75
C	Average	0.50
D	Absent / Below Average	0

**a) APPROACH & METHODOLOGY (O)**

S. No.	Criteria	Grade
1	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	
2	How developed is the Work Breakdown Structure (WBS) for the assignment?	
3	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	

4	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	
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**Step 1:**

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

**Step 2:**

N is divided by 4, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

**Component score = (N/4) x 100**

**Evaluation Process:**

Evaluation of Technical Proposals: The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified above. Each responsive Proposal will be given a technical score (St).

**A Proposal shall be rejected at this stage if it fails to achieve the minimum qualifying technical score of seventy (70).**

**Evaluation of Financial Proposals:**

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned unopened. 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.

The financial scoring of the lowest bidder will be = 100

Financial scoring of the second-lowest bidder will be= (A/B)\*100 Financial scoring of the third

lowest bidder will be = (A/C)\*100; and so on.

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

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**SCHEDULE OF PAYMENT**

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Payments shall be made on submission of each deliverable and approval by the Client, as described in the below table. The client has the right to hold payment for a given deliverable if the deliverable is not complete or satisfactory for the client.

S.No	Deliverable	Payment in Percentage (%)
1	Inception Report	The percentage of payment will be incorporated in the contract during negotiation with the awarding bidder.
2	Market demand and supply analysis report	
3	Economic Impact Assessment report	
4	Post-construction sustainable business model.	
5	Documents/Application for STZA.	
6	To submit a complete proposal/PC-I in close coordination with the technical consultant and in line with the approved feasibility report for the project to obtain required government funding to execute the project.	
7	Final Financial & Commercial feasibly Report (for PPP)	
8	Final Financial & Commercial feasibly Report (for Govt. funding)	

**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 the 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 I.

- (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**

3.10.2 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

**SPECIAL CONDITIONS OF CONTRACT**

<b>Ref. No.</b>	<b>Details</b>
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: Mr. Imran- Assistant Director Procurement            E-mail: Mohmand.imran@kpitb.gov.pk</p> <p>Consultant:            Attention: _____            Facsimile: _____            E-mail: _____</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.5	<b>Service Location:</b> Khyber Pakhtunkhwa
1.7	<p>The Authorized Representatives are:            For the PE: _____            For the Consultant: _____</p>
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 contract
2.2	<b>Date for Commencement of Services:</b> Soon after signing of the contract
2.3	<b>Time Period shall be: Three (03) months,</b> starting from the date of signing of the contract
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 @10% of the contract value from the scheduled banks.
6.3	The amount in Pak Rupees <i>[insert amount]</i> .
6.5	<p>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.</p>
8.2	Disputes shall be settled by complaint redressal committee defined 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 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: .....

## 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 **three (03) months** which may be extended by 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 of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

#### B. Payment Conditions

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

### 4. Project Administration

#### A. Coordinator

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

#### B. Timesheets

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

#### C. Records and Accounts

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

**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:**

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

**12. Dispute Resolution:**

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

**For the PE**

**For the Consultant**

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

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

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

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

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

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