

REQUEST FOR PROPOSAL
FOR
HIRING OF LEGAL FIRM ON RETAINERSHIP BASIS.



Tender Reference Number:	KPITB/21/RFP/030
Pre-proposal meeting	December 21, 2021, 03:00 PM
Last Date/Time for Submission:	December 31, 2021, 02:30 PM
Bid Opening Date/Time:	December 31, 2021, 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/030

Location: 134- Industrial Estate, Hayatabad Peshawar,

Dear Sir/Madam.:

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

HIRING OF LEGAL FIRM ON RETAINERSHIP BASIS.

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

2. This Request for Proposal (RFP) has been addressed to all the eligible consultants/firms.
3. A firm will be selected under Quality & Cost Based Selection (QCBS) System and procedures described in this RFP and TORs (attached), in accordance with the KPPRA Rules 2014.
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

Imran, 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 Firms, 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 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-05 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring Entity and the Consultant, Payment terms and exacted results and deliverables of the assignment.

SECTION-02. INSTRUCTIONS TO CONSULTANTS

2. Introduction:

- 2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The 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 if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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;

SECTION 2. INSTRUCTIONS TO CONSULTANTS

- (ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

4. **Fraud and Corruption:**

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

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

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

5. **Integrity Pact:**

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A).

6. **Eligible Consultants:**

All the interested registered and experiences legal consultancy firms in Pakistan (as mentioned in TORs) are eligible.

7. **Eligibility of Sub Consultants:**

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

8. **Only One Proposal:**

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

9. **Proposal Validity:**

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

10. **Clarification and Amendment in RFP Documents:**

- 10.1. Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days,

provided they are received at least **eight calendar days** prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

11. Preparation of Proposals

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

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

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

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
- (ii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or has an extended and stable working relationship with it.
- (iii) Proposed professional staff must, at a minimum, have the experience indicated in the TOR, preferably working under similar geographical condition.
- (iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall 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

SECTION 2. INSTRUCTIONS TO CONSULTANTS

- 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-04). The cost shall be in lump sum and shall include all the costs associated with the assignment and all 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 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

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- 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 un-opened.

19. Evaluation of Financial Proposal

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the TOR. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

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

21. Technical Negotiations:

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

22. Financial Negotiations:

- 22.1 If applicable, it is the responsibility of the Consultant, before starting financial

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

23. Availability of Professional staff/experts:

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

24. Award of Contract:

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

25. Confidentiality:

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

DATA SHEET

1.1	<p>Name of the Assignment: HIRING OF LEGAL FIRM ON RETAINERSHIP BASIS. The Name of the PE's official (s): Mr. Imran- Assistant Director Procurement Address: KPITB Office, 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar Telephone: 091-091-5891516 E-mail: mohmand.imran@kpitb.gov.pk</p>
1.2	<p>The method of selection: Quality & Cost Based Selection (QCBS) System</p> <p>The Edition of the Guidelines is: KPPRA Rule 2014</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>All interested eligible bidders are requested to submit Technical & financial proposals separately in single sealed envelope marked as "Hiring of Legal Firm on Retainer-Ship Basis" with separate sealed envelopes of technical and financial Proposals within.</p>
1.5	<p>The Proposal submission address is: KPITB Office, Plot # 134-136 Industrial Estate, Jamrud Road. Hayatabad, Peshawar</p> <p>Proposals must be submitted no later than the following date and time: December 31, 2021, 02:30 PM.</p>
1.6	<p>Expected date for commencement of consulting services: <i>Soon after the award of Contract</i></p> <p>Location at: Peshawar</p>
2.3	<p>The Pre-proposal meeting will be on: December 21, 2021, 03:00 PM</p>
9.1	<p>Proposal's validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). The Procuring Entity may ask for extension in proposal validity if required.</p>
10.1	<p>Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Plot # 134- Industrial Estate, Jamrud Road. Hayatabad, Peshawar</p> <p>Facsimile: E-mail: mohmand.imran@kpitb.gov.pk</p>
11.2	<p>The legal firm will be hired on retainer-ship basis – For one year initially.</p>
12	<p>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.</p>
13.1	<p>Technical proposals will be evaluated as per the attached TOR</p> <p>The minimum technical score St required to Pass is: <u>70 Marks</u> Remuneration Type: <u>Monthly basis</u></p>
15.1	<p>Amounts Payable by the PE to the Consultant under the contract to be subject to local taxations, stamp duty and service charges, if applicable</p>
16.2	<p>Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal.</p>
24.2	<p>Submission of Performance Security: N/A</p>

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1:** Consultant's Experience
- TECH-2:** Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-3:** Team Composition and Task Assignments
- TECH-4:** Work Schedule
- TECH -5:** Technical Proposal Submission Form

FORM TECH-01: CONSULTANT’S EXPERIENCE

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

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

1. Proposed Position [Title of the position]: _____

2. Name of Firm [Insert name of firm proposing the staff]: _____

3. Name of Staff [Insert full name]: _____

4. Date of Birth: _____ Nationality: _____

5. CNIC No (if Pakistani): _____ or Passport No: _____

6. Education:

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

7. Membership of Professional Associations: _____

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

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

10. Employment Record (within Pakistan) [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment on the following format:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Employment Record (International) [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment on the following format:

Employer	Country	Position	From (MM/YYYY)	To (MM/YYYY)

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) _____

FORM TECH-03: TEAM COMPOSITION AND TASK ASSIGNMENTS

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

FORM TECH-04: WORK SCHEDULE

S. No.	Activity ¹	Month ²					
		June	July	Aug	Sep	Oct	Nov

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

FORM TECH-05: TECHNICAL PROPOSAL SUBMISSION FORM

To:

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

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for “**Hiring of Legal Firm on Retainership Basis**” 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 Letter of Invitation.

FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM

To

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

Dear Sir/Madams:

We, the undersigned, offer to provide the consulting services for “Hiring of Legal Firm on Retainership Basis” in accordance with your Request for Proposal dated: _____ . Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents: _____

Amount and Currency: _____

Purpose of Commission or Gratuity: _____

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-02: SUMMARY OF COSTS

FORM FIN-2 - BID SHEET			
Khyber Pakhtunkhwa Information Technology Board (KPITB)			
	Ref #		
	Date		
From (KPITB Contact Name & Address):		Consultant Name & Address:	
Assistant Director Procurement			
Plot # 134-135, Industrial Estate, Jarod Road Hayatabad, Peshawar – KPK			
Tel: 091-9219505		NTN #:	
		STRN #:	
		Tel:	
		Email:	
Date that the quote is valid until:			
Description	Unit	Qty	Total Price (PKR) Inclusive of all taxes
Retainership services fee inclusive of all applicable taxes, duties & associated expenses (if any) on monthly basis	Month	1	
Bidders Name & Signature:		Company Stamp:	

SECTION-05: TERMS OF REFERENCE (TOR)

1. INTRODUCTION:

Khyber Pakhtunkhwa Information Technology Board (KPITB) is a public sector autonomous organization established under an Act of the Khyber Pakhtunkhwa Assembly in May 2011 for the promotion of Information Technology, Information Technology enabled services and Information Technology enabled education for public and private sector of the Province of the Khyber Pakhtunkhwa.

The objective of hiring legal firm on retainer ship is to advise the Board in the performance of its functions and the discharge of its duties in accordance with law. Legal Firm shall provide legal assistance to the Board for running its day-to-day affairs involving legal and other issues as per the prevalent laws, rules and regulations.

2. SCOPE OF SERVICES:

This section provides an indicative scope of work for the legal firm. It shall, however, be the responsibility of the legal firm to carry out all the tasks for smooth running of the Board's functions under the provisions of the Khyber Pakhtunkhwa Establishment of Information Technology Board Act 2011 and subsequent amendments thereto. The Legal Firm to work in close collaboration with the Board's Legal Department.

Without prejudice to the generality of foregoing clause, the specific tasks and activities include, but are not limited to, the following:

1. Advising the Board and the Management on day to day affairs of the KPITB requiring legal interpretations.
2. Review and propose amendments if required in the existing Act.
3. Draft rules to assist the Board in performance of functions and conduct of proceedings under the Act.
4. Draft regulations for carrying out functions under the Act.
5. Review the existing Service Regulations and propose amendments in line with the underlying principles of the Act.
6. Assist KPITB in compliance with the applicable laws and regulations of the Government.
7. Attend the Board meetings, as and when required, and assist the Board on legal matters and legal aspects of the decision taken.
8. Assist the Board in the drafting and vetting of all MoUs, contracts and agreements.
9. Assist the Board in the getting approvals and licenses for its zones, parks and operations.
10. Legal review and vetting of bidding documents & procurement contracts for all kinds of procurements, if required.
11. Legal Opinion and advice in relation to the legal instruments for the assistance of the Board.
12. Interact on behalf of the Board with relevant federal and provincial government authorities as and when required with regard to statutory/corporate/ contractual/commercial and legal matters of the Board.
13. Providing legal assistance to the Board and participation in Dispute Resolution at courts, international/ national forums as and when required on mutually acceptable terms and conditions.
14. The Legal Firm is expected to travel throughout Pakistan to represent the Board as and when required as per the entitlement of the Board.
15. Attend Board Meetings, Conferences, meetings at MD's office, as and when required,

physically or through digital platforms.

16. Providing legal opinions /Advisory notes /endorsements /consultations/ recommendations on day-to-day business affairs of the Board in relation to its objectives and scope of works covered by the KPITB Act and regulations.
17. Negotiate and prepare replies to the legal notices and assist the KPITB in sorting out issues out of court(s) through Alternate Dispute Resolution (ADR) mechanism or otherwise vet all case-replies, documents, reports etc.
18. Representing and defending the KPITB in all matters related to Land Acquisitions, Enhancements, Encroachments, Demarcations, etc. and all other civil matters before the Courts of Law / forums in the province and the Country.
19. Representing and defending the KPITB before the Courts of Law including but not limited to Magistrate, Civil, Quasi-judicial forums, District Courts, Labor Courts, Banking Courts, Tribunals, Sessions, committees, Arbitrations, Regulators, Authorities, All High Courts of Pakistan as the case may be, Federal Shariat Court, Supreme Court for the cases either filed by the KPITB against clients, Investors, Businesses, consultants, contractors, suppliers, Sub-Contractors, Partners, Employees, general public etc. or Vice Versa.
20. Review and provide legal assistance/endorsement/vetting of all contracts and agreements of the KPITB including all required documents relating to the development of projects in public sector or JV mode or PPP mode.
21. Drafting on behalf of the KPITB legal forms, agreements, contracts, JVs and/ or other statutory documents as and when required.
22. Conduct detailed legal due diligence on new ventures and projects envisioned by KPITB pursuant to its objectives and as approved by its Board and Government of Khyber Pakhtunkhwa.
23. Interact with relevant Federal and Provincial Government authorities, agencies like FBR, SECP, NAB and other Accountability & Investigating Agencies etc. with respect to corporate, contractual, commercial, legal, administrative matters of the Board, as and when required, requested.

3. PERIOD OF SERVICES:

The Services of Legal firm is initially required for one year commencing from the date of coming into force of the agreement; which may be extended as per terms and conditions.

4. PAYMENT OF RETAINERSHIP FEE ETC.

- i. Professional Retainership Fee shall be paid to selected legal firm on monthly basis.
- ii. In connection with any case, the Law Firm engaged in a particular case/special assignment and has to travel outstation (excluding Peshawar), the traveling and boarding expenses shall be paid on case-to-case basis subject to prior approval of Procuring Entity.

5. RESERVATION OF RIGHTS

- i. Appointment of Legal Firm on retainer-ship basis neither guarantees assignment of cases, nor in any manner obliges KPITB to hire the services of the respective Legal Firm. KPITB reserves its right to assign any case/matter to any Law Firm.
- ii. KPITB reserves the right to terminate the services of the hired Legal Firm on Retainer-ship basis upon non-satisfactory performance and without assigning any reason.
- iii. KPITB reserves the right to verify information provided by the hired 'Legal Firm' and may reject the proposal in case of any misrepresentation reported.

A. MANDATORY CRITERIA FOR HIRING OF LEGAL FIRM ON RETAINER-SHIP BASIS.

S. No	Criteria	Documentary Evidence
1	The legal firm shall be registered as a legal firm with SECP/Registrar of Firms or Local Bar Council.	Proof of registration/ Registration Certificate
2	The Legal firm must be registered with FBR and KPRA and must be on the active taxpayer list.	Registration certificate with active status.
3	The legal firm must have at least 03 years of experience in the field.	Registration/Incorporation certificate
5	Affidavit on judicial stamp paper that the firm has never been blacklisted by any government /autonomous/semi-autonomous organization in Pakistan	Affidavit on Judicial Stamp Paper.
6	There must not be any conflict of interest i.e., the Legal Firm must not be providing legal assistance to any other person/entity in conflict with 'KPITB' so as to cause any sort of conflict of interest.	Affidavit on Judicial Stamp Paper.

B. SELECTION CRITERIA FOR HIRING OF LEGAL FIRM ON RETAINER-SHIP BASIS

Under the Quality and Cost based selection (QCBS) method at the proportion of **60% for technical and 40% for financial evaluation**, the firms must submit two proposals, i.e. Technical and Financial Proposal, were in the first stage technical proposal will be opened and evaluated against the technical evaluation criteria while in the second stage, the financial bids of the technically qualified firms will be opened and the contract shall be awarded to the firm with maximum marks in the technical and financial evaluation.

i. TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical proposal of eligible firms will be evaluated using the scoring guide attached as Table I & II. The score will be awarded on the basis of the following details;

The technical proposal should contain the following and any additional information and the copies of all required documents should be attached in a technical proposal for evaluation.

TABLE- I		
S. NO.	CATEGORY	MARKS
1	Qualification of the Law Firm	30
2	Experience (General) of the Law Firm	30
3	Experience (Specific) of the Law Firm	40
Total Marks:		100
Note: Technical qualification status shall be decided on the basis of aggregate score obtained in technical evaluation out of 100. The Legal Firm must obtain at least a 70% score in technical evaluation for technical qualification and financial bid opening.		

TABLE-II				
1. Qualification of the Law Firm				
S.No	Description	Category Points	Max. Marks	Documents Required

SECTION-04. FINANCIAL PROPOSAL

1.1	Advocates Supreme Court of Pakistan with minimum five years of experience at Supreme Court Level.	One Advocate= 5 Two Advocates= 10	10	Law Firm should provide the complete profile and CVs with Verified Copy of Valid Licenses of Supreme Court of Pakistan along with proof of license issued for more than 5 years
1.2	Advocates of at least 5 years relevant experience of High Court in Pakistan.	Two Advocates= 5 Four Advocates= 10	10	Law Firm should provide the complete profile and CVs with Verified Copies of Valid Licenses of High Court in Pakistan along with proof of license issued for more than 5 years
1.3	Financial Strength of the firm	Firm annual turnover shall be 10 million or above (in any financial year during the last three years).	05	Audited Financial statement of last three years
1.4	The legal firm has established office in KP (preferably in Peshawar).		05	Documentary/ verifiable evidence of established office in KPK.

2. General Experience of the Law Firm				
2.1	Experience in Providing Legal Consultancy to the Federal or Provincial Department/ Autonomous bodies/Public Sector Companies during the last 10 years.	05 marks for each client up to a maximum of 15 marks.	15	Agreements or other verifiable documentary evidence
2.2	Experience in Providing Legal Consultancy to Private Sector Companies during the last 10 years.	03 marks for each client up to a maximum of 15 marks.	15	
3. Specific Experience of the Law Firm				
3.1	Experience in advising/defending cases of Information Technology Sector (in high court or above).	2.5 marks for each case up to a maximum of 05 marks.	05	Documentary evidence, work order, or agreements
3.2	Experience in advising/defending cases of land issues (in high court or above).	01 marks for each case up to a maximum of 05 marks.	05	
3.3	Experience in advising/defending cases of Human resources and employees' issues in the public sector (in high court or above).	05 marks for each case up to a maximum of 10 marks.	10	
3.4	Experience in drafting organization Act and/or services regulations etc.	05 marks for each case up to a maximum of 10 marks.	10	
3.5	Experience in advising/defending cases related to Procurement of Goods, Works, Services, or construction contracts under public procurement act & rules (in high court or above).	2.5 marks for each case up to a maximum of 05 marks.	05	

SECTION 6: GENERAL CONDITIONS OF THE CONTRACT

3.6	Experience in advising/defending cases related to Public-Private Partnership (PPP) (in high court or above) (at least 01 case).	05 marks for each case up to a maximum of 05 marks	05	
Total Marks		100		

Note: Experience claimed in the general experience section will not be awarded again in the specific experience section.

ii. FINANCIAL PROPOSAL EVALUATION CRITERIA

The financial proposals of only those technically responsive bidders who will obtain minimum 70% marks (Technical Evaluation) will be opened. A combined evaluation of the technical and financial proposals will be carried out by weighting and adding the quality and the cost scores. Sealed Financial proposals of firms will be returned unopened who failed to obtain 70 % marks in technical evaluation.

iii. OTHER TERMS AND CONDITIONS

1. Only the technical proposals scoring 70 marks or more will be evaluated as per the stated weighted average of **60%** technical and **40%** financial average.
2. Best Evaluated proposal with highest weightage average scores shall be selected.
3. All the taxes will be deducted as per prevailing rules of FBR and Khyber Pakhtunkhwa Revenue Authority (KPRA).
4. KPITB reserves the right to accept or reject any or all applications as per prevailing KPPRA rules.
5. Any firm, applying to this process, try to influence the procurement process, shall be disqualified directly.
6. No bid/proposal in any case shall be accepted after the deadline.
7. Legal Firm shall provide legal consultancy on day-to-day matters, as and when required by KPITB.
8. The contract shall be assigned by KPITB to the appropriate legal firm on the basis of merit, as deemed appropriate.

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions:

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

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity PE" means the implementing department which signs the contract i.e. KPITB
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal Firms, 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.

1.5 Location

The Services shall be performed at Peshawar 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-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.

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.

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.

2.4 Modifications or Variations

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

2.5 Force Majeure

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

2.5.1 No Breach of Contract

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

2.5.2 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such

party was unable to Perform such action as a result of Force Majeure.

2.5.3 Payments

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

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

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

2.6.2 By the Consultant

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

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

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

2.6.3 Payment Upon Termination

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

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATION OF THE CONSULTANT

3.2 General

3.2.1 Standard of Performance

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

3.3 Conflict of Interests

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

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

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

3.3.2 Prohibition of Conflicting Activities

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

3.3.3 Prohibition of Conflicting Activities

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

3.4 Confidentiality

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

3.5 Consultant's Actions Requiring PE's Prior Approval

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

- (a) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed, and
- (c) any other action that may affect the contract directly or indirectly.

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, 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 Professional liability of consultant

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both.

3.10 Monitoring and Evaluation

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

4. CONSULTANT PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and Personnel experienced Personnel 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 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 the PE can provide.

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 which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.

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 contract price shall be lump sum and payment shall be made in Pak Rupees.

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 and terms and conditions stated in the TORs

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

GCC Ref No.	
1.1	Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.
1.4 & 1.5	<p>The addresses are:</p> <p>Procuring Entity: Khyber Pakhtunkhwa Information Technology Board- KPITB Attention: Mr. Imran- Assistant Director Procurement E-mail: mohmand. imran@kpitb.gov.pk Consultant: Attention: _____ Facsimile: _____ E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the PE: _____ For the Consultant: _____</p>
2.1	<i>Duration of assignment is One (01) year starting from the date of signing of Contract which may be extended upon mutual consent of both the parties on the same terms and conditions.</i>
2.2	<i>The date for the commencement of Services is [soon after signing of contract].</i>
8.2	Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940 or through Grievance Redressal as per KPPRA Rules 2014

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 as mentioned in the TORs," within the time Period as agreed.

2. Duration of Contract

The Consultant shall complete all the deliverables within a period of one (01) year.

Payment Terms

A. Ceiling

For Services rendered pursuant to TORs, 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Insurance:

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

9. Assignment:

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

10. Law Governing Contract and Language:

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

11. Dispute Resolution:

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

For the PE

Signature: _____

Name: _____

Title: _____

For the Consultant

Signature: _____

Name: _____

Title: _____