

# REVISED STANDARD FORM OF BIDDING DOCUMENTS

FOR

## Consultancy Services for Public Sector Universities Incubation Collaboration Program



<b>Bid Reference Number:</b>	<b>KPITB/18/RFP/010</b>
<b>Last Date/Time for Submission:</b>	<b>26th February, 2018 at 11:00 AM</b>
<b>Bid Opening Date/Time:</b>	<b>26th February, 2018 at 11:30 AM</b>

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
INFORMATION TECHNOLOGY BOARD**

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## **Section 1. Letter of Invitation**

**Section 1- Letter of Invitation**

## **Letter of Invitation**

Bid Reference No: KPITB/18/RFP/010

Date: 26<sup>th</sup> January, 2018

Name and Address of Consultant: \_\_\_\_\_

Dear Mr./Ms.:

1. The *Khyber Pakhtunkhwa Information Technology Board* (hereinafter called —Procuring Entity I) now invites proposals to provide the following consulting services: *Feasibility Study for the Public Incubators Collaboration Program*. More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the HEC Registered Public Sector Universities and Degree Awarding Institutes.

3. It is not Permissible to transfer this invitation to any other firm.

4. A firm will be selected under *Quality & Cost Based Selection (QCBS) System* and procedures described in this RFP, in accordance with the KPPR 2014.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

6. Please inform us in writing at the following address —*KPIT Board Office, 134 Industrial Estate,*

*Hayatabad, Peshawar, KPK, Pakistan* upon receipt:

- (a) *that you received the Letter of Invitation; and*
- (b) *Whether you will submit a proposal alone or in association.*

Yours sincerely,

*Neelum Rashid*  
*Asst. Director Procurement,*  
*KPIT Board Office,*  
*Peshawar, Pakistan.*

## **Section 2. Instructions to Consultants**

## Instructions to Consultants

### Definitions

- (a) —Procuring Entity (PE) means the department with which the selected Consultant signs the Contract for the Services.
- (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 General and Special 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 subcontracts 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, and expected results and deliverables of the assignment.

## Section 2. Information to Consultants - Data Sheet

### 2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, 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 pre-Data Sheet. Attending the 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

## Section 2. Information to Consultants - Data Sheet

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 Co

Conflicting Relationships

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 working for, being hired by the Entity they were



## Section 2. Information to Consultants - Data Sheet

- 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 practicesl 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;
5. Integrity Pact
- Under Rule 44 of KPPR 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 heardl.
- 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
- 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.
7. Eligibility of Sub Consultants
- A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
8. Only One Proposal
- Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such

**Section 2. Information to Consultants - Data Sheet**

10. Clarification and Amendment in RFP Documents proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to 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 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.
- 10.1 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.

## 11. Preparation of Proposals

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.

11.1 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.

## Section 2. Information to Consultants - Data Sheet

### 13. Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
- (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.
- (iv).Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v).Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal

## Section 2. Information to Consultants - Data Sheet

(Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last\_(PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support

staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).

(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, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). 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.

### 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

16. Submission,  
Receipt, and  
Opening of  
Proposals

authority.

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 (Individual Consultant). 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 (if required under the selection method indicated in the Data Sheet) 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.

## Section 2. Information to Consultants - Data Sheet

### 17. Proposal Evaluation

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

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

### 18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. 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.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

### **Public Opening and Evaluation of Financial Proposals: (QCBS Selection Method Only)**

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.

## Section 2. Information to Consultants - Data Sheet

### 19. Evaluation of Financial Proposals

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 Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.



## Section 2. Information to Consultants - Data Sheet

### 20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite 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.

### 21. Technical negotiations

Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21.1 Technical Negotiations will include a discussion of the

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

### 22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will

## Section 2. Information to Consultants - Data Sheet

24. Award of Contract
- 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.
- 24.1 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

## Section 2. Information to Consultants - Data Sheet

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.

### 25. Confidentiality

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

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	Name of the Assignment is: Consultancy Services for Public Sector Universities Incubation Collaboration Program The Name of the PE's official (s): Ms. Neelum Rashid – AD Procurement Address: 134-Industrial Estate, Jamrud Road, Hayatabad, Peshawar Telephone: 091-5891516 E-mail: <a href="mailto:neelum.rashid@kpitb.gov.pk">neelum.rashid@kpitb.gov.pk</a> <a href="mailto:matiullah.khan@kpitb.gov.pk">matiullah.khan@kpitb.gov.pk</a> im <a href="mailto:ran.khan@kpitb.gov.pk">ran.khan@kpitb.gov.pk</a>
1.2	The method of selection is: Quality & Cost Based Selection (QCBS) System  The Edition of the Guidelines is: KPPRA Rule 2014
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes
1.4	The Proposal submission address is: 134-Industrial Estate, Jamrud Road, Hayatabad, Peshawar <hr/> Proposals must be submitted no later than the following date and time: 26 <sup>th</sup> February, 2018 at 11:00AM <hr/> Pre-bid meeting will be held on 7 <sup>th</sup> February, 2018 at 11:00AM at KPIT Board office, located at address mentioned above.
1.5	Expected date for commencement of consulting services <i>Soon after the award of contract.</i>  at: <i>Peshawar</i>
9.1	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).
10.1	Clarifications may be requested not later than five days before the submission date.  The address for requesting clarifications is: 134-Industrial Estate, Jamrud Road, Hayatabad, Peshawar.  Facsimile: E-mail: <a href="mailto:neelum.rashid@kpitb.gov.pk">neelum.rashid@kpitb.gov.pk</a> <a href="mailto:matiullah.khan@kpitb.gov.pk">matiullah.khan@kpitb.gov.pk</a> <a href="mailto:imran.khan@kpitb.gov.pk">imran.khan@kpitb.gov.pk</a>
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No

11.2	<p>The available budget for each site of the project in Khyber Pakhtunkhwa for the whole life of the project is: Rs.14.88M</p> <p>The Financial Proposal shall not exceed the available budget as mentioned above.</p>
13.2(vii)	Training is a specific component of this assignment: No

	Covered in the foregoing.
15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable
6.3	Consultants to state local cost in the national currency (in case of ICB only): NA
16.2	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.
	<p>The minimum technical score St required to Pass is: 70 Points</p> <p>Remuneration Type („Lump Sum“)</p>
	The single currency for price conversions is: NA
24.2	Successful consultant is required to submit 10% Performance security in form of Pay order, demand draft or bank guarantee.

<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 3. Technical Proposal

### TERMS OF REFERENCE

#### Description:

The Khyber Pakhtunkhwa Information Technology Board has been working to develop a digital strategy for the province: with activities aimed at improving digital skills, digital governance, digital access and promoting digital markets. A key component of this strategy is the development of a complete ecosystem for the startup culture that not only provides an enabling environment for early stage tech-startups but also ensures sustainability of such tech-startups that are in the expansion stage. Establishing a network of —**Durshals**” which are KPITB’s Community Innovation Labs (CILs) and co-working spaces across the province is a step forward towards the Digital Transformation of the province. Durshals are physical spaces that can be used to host training programs and house coworkers, freelancers and tech-startups in order to promote the development of a digital economy across the province.

To this end, the KP IT Board intends to collaborate with existing Public sector Universities and degree awarding institutes with existing incubation/co-working facilities in the province. This collaboration is based on an Incubation program. The program is built around the concept of efficient utilization of existing resources and expertise available at reputable public sector universities through a sustainable partnership for the benefit of the local tech community. The aim is to produce successful businesses that can commercialize technologies, create jobs, and strengthen local economies.

Existing incubation centers at Public sector universities participating in Program will provide an array of business support resources and services aligned with KPITB’s flagship incubation program, “**Durshal**”. Ranging from business assistance that comes in the form of management guidance, technical assistance, and consulting tailored for young entrepreneurs for provisioning of facilities and facility-based services such as space, shared business services, equipment, technology support services, and assistance in obtaining financing necessary for growth. Support can be offered to teams of entrepreneurs ranging from 2 persons to 5 persons, depending on the nature of the startup. KP IT Board will provide stipends to qualifying teams.

The objective of this program is to create thriving entrepreneurial ecosystems at public sector universities and degree awarding institutes.

#### Scope of the Project:

KPITB intends to collaborate with existing incubation centers / facilities of Public Sector Universities/ degree awarding institutes at three different districts of Khyber Pakhtunkhwa for its Public Sector Universities Incubation collaboration program.

KPITB proposes to implement the scheme as follows:

1. To support the development of an entrepreneurial ecosystem across 03 different districts in Khyber Pakhtunkhwa by collaborating with existing incubation centers / facilities of Public Sector Universities/ degree awarding institutes
2. To provide facilities for young graduates of the province to access digital skills trainings, networking opportunities, and event spaces
3. To provide equipment and facilities for communities interested in hardware and fabrication
4. The duration of each incubation batch will be 6 months
5. The total term of the project shall be three years.



## SECTION 6: TECHNICAL EVALUATION CRITERIA

### 1. TECHNICAL EVALUATION CRITERIA

Maximum points for Technical Evaluation are **100**. In the 1st stage, technical bids will be opened. Bidders who score **60 or more in the technical evaluation will be technically successful.** Bidders who fail to gain a score of 60 in technical evaluation will be disqualified.

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

Weight	Evaluation Criteria	Weight age
W1	Profile	45%
W2	Relevant Experience	25%
W3	Approach and Methodology	30%

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

$$S_t = A_1 * W_1 / 100 + A_2 * W_2 / 100 + A_3 * W_3 / 100$$

Where,  $A_1$ ,  $A_2$  and  $A_3$  are the total component scores against the profile, relevant experience and Approach & Methodology criteria respectively.

The technical criteria and their details are given below:

#### 1. PROFILE (A1):

Each bidder profile will be evaluated on the following three factors:

<b>1.1</b>	<b>Infrastructure &amp; Facilities</b>	<b>65</b>
1.1.1	<b>Location:</b> Geographical proximity to ICT clusters and universities = 10 marks Accessibility to Public Transport = 10 marks	20
1.1.2	<b>Layout planning:</b> Area of 1500 to 2000 sq.ft dedicated to the Incubatees of KPITB = 01 marks	20

	for each 100 sq.ft furnished area. (Space shall be furnished with workstations and shall possess furnished incubation area, conference room, common/co-working area, kitchen and separate toilets for male & female incubatees, fulfilling the requirement to accommodate teams of Entrepreneurs, each team ranging between 2-5 members, that is, total for 20 members) (Attach pictures of the space dedicated for incubatees of KPITB, premises/area ownership documents or rent agreement for a period of 03 years in the name of participating incubator. Marks shall be awarded after physical inspection by the Committee)	
1.1.3	<b>Facilities:</b> Testing Lab facility equipped with PCs/laptops/handheld devices with the following operating platforms installed: Windows/Linux/Unix/Android/iOS = 05 marks Facility of conventional/cloud based servers and/or datacenter = 05 marks Dedicated 5 Mbps CIR internet broadband, telephony and fax services = 05 marks Video Conferencing facility = 05 marks Air-conditioning facility = 05 marks	25
<b>1.2</b>	<b>Bidder's Partnership with Community and Academic Institutions</b>	<b>35</b>
1.2.1	Network of community partners.  (10 marks for collaboration with each partner ICT company who outsource work to the incubator)	20
1.2.2	Network of academic partners. (03 marks for collaboration with each partner academic institution with respect to incubation activities)	15
	<b>TOTAL SCORE (A1)</b>	<b>100</b>

## **2. RELEVANT EXPERIENCE (A2):**

In this section the bidder would be evaluated on the basis of their relevant experience to execute the assignment, as follows:

2.1	Relevant Experience of the Bidder									
2.1.1	<p>Experience of running Incubation facility in the past with details on the percentage of successful Incubatees</p> <table border="1" data-bbox="321 331 1094 594"> <tr> <td data-bbox="321 331 370 367">1</td> <td data-bbox="370 331 1094 367">Total number of Incubatees inducted</td> </tr> <tr> <td data-bbox="321 367 370 403">2</td> <td data-bbox="370 367 1094 403">Number of incubatees graduated.</td> </tr> </table> <p>(04 marks for each graduated incubatee from the university/institute as per procedure. Attach documentary proof in the form of operational website of startup and incubation completion certificate issued by the bidder.)</p>	1	Total number of Incubatees inducted	2	Number of incubatees graduated.	16				
1	Total number of Incubatees inducted									
2	Number of incubatees graduated.									
2.1.2	<p>Linkages with the ICT Industry/client: Experience of in-house development of ICT Products (hardware/software/services) for industry/clients developed by the incubatees under the supervision of supervisors/mentors</p> <table border="1" data-bbox="321 852 920 1005"> <tr> <td data-bbox="321 852 370 888">1</td> <td data-bbox="370 852 920 888">Name of Client</td> </tr> <tr> <td data-bbox="321 888 370 924">2</td> <td data-bbox="370 888 920 924">Name and description of the Project</td> </tr> <tr> <td data-bbox="321 924 370 959">3</td> <td data-bbox="370 924 920 959">Period of the Project</td> </tr> <tr> <td data-bbox="321 959 370 995">4</td> <td data-bbox="370 959 920 995">Value of the Project</td> </tr> </table> <p>(04 marks for each project of PKR 01 million value, outsourced by ICT industry/clients for in-house development purpose. Attach contract as documentary proof.)</p>	1	Name of Client	2	Name and description of the Project	3	Period of the Project	4	Value of the Project	16
1	Name of Client									
2	Name and description of the Project									
3	Period of the Project									
4	Value of the Project									
2.1.3	<p>Experience in commercializing products of incubatees</p> <table border="1" data-bbox="321 1209 1058 1325"> <tr> <td data-bbox="321 1209 370 1245">1</td> <td data-bbox="370 1209 1058 1245">Product/Company name</td> </tr> <tr> <td data-bbox="321 1245 370 1281">2</td> <td data-bbox="370 1245 1058 1281">Product Description</td> </tr> <tr> <td data-bbox="321 1281 370 1316">3</td> <td data-bbox="370 1281 1058 1316">Revenue Earned/No. of downloads</td> </tr> </table> <p>(05 marks for each product commercialized. Attach documentary proof.)</p>	1	Product/Company name	2	Product Description	3	Revenue Earned/No. of downloads	15		
1	Product/Company name									
2	Product Description									
3	Revenue Earned/No. of downloads									

2.1.4	<p>Network of Industry mentors:</p> <p>Experience in ICT related training &amp; development, mentorship, entrepreneurship development programs</p> <table border="1" data-bbox="321 352 1016 722"> <tr> <td data-bbox="321 352 370 464">1</td> <td data-bbox="370 352 1016 464">Qualification = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)</td> </tr> <tr> <td data-bbox="321 464 370 611">2</td> <td data-bbox="370 464 1016 611">Title of Position in reputable organization = 01 marks (Head/CEO = 01 marks, Top-level management = 0.5 mark)</td> </tr> <tr> <td data-bbox="321 611 370 722">2</td> <td data-bbox="370 611 1016 722">Relevant Experience as Mentor = 02 marks (Mentor is on the panel of ICT incubator = 01 mark on the panel list for each incubator)</td> </tr> </table> <p>(Attach the profile of at least 03 mentors with documentary evidence to prove the above).</p>	1	Qualification = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)	2	Title of Position in reputable organization = 01 marks (Head/CEO = 01 marks, Top-level management = 0.5 mark)	2	Relevant Experience as Mentor = 02 marks (Mentor is on the panel of ICT incubator = 01 mark on the panel list for each incubator)	15
1	Qualification = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)							
2	Title of Position in reputable organization = 01 marks (Head/CEO = 01 marks, Top-level management = 0.5 mark)							
2	Relevant Experience as Mentor = 02 marks (Mentor is on the panel of ICT incubator = 01 mark on the panel list for each incubator)							
2.1.5	<p>Network of in-house mentors:</p> <p>Experience in ICT related training &amp; development, mentorship, entrepreneurship development programs</p> <table border="1" data-bbox="321 1062 1016 1283"> <tr> <td data-bbox="321 1062 370 1173">1</td> <td data-bbox="370 1062 1016 1173">Qualification (ICT only) = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)</td> </tr> <tr> <td data-bbox="321 1173 370 1283">2</td> <td data-bbox="370 1173 1016 1283">Relevant experience of mentoring incubatees = 03 marks (01 mark for every 02 years of experience)</td> </tr> </table> <p>(Attach the profile of at least 04 mentors with documentary evidence to prove the above. Also attach the copy of contract.).</p>	1	Qualification (ICT only) = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)	2	Relevant experience of mentoring incubatees = 03 marks (01 mark for every 02 years of experience)	20		
1	Qualification (ICT only) = 02 marks (Ph.D = 02 marks, MS/M.Phil = 01 mark, 16 years of education = 0.5 marks)							
2	Relevant experience of mentoring incubatees = 03 marks (01 mark for every 02 years of experience)							
2.1.6	<p><b>Funding Network</b></p> <p>Connections to various funding sources for funding startup businesses and continuation of business ideas including Accelerators with their own funding network, Angel Investors groups, Venture Capitalists, Donor Agencies funding previous projects/startups. Please attach the proof of funding received by your incubated startups from any of the above mentioned funding sources. Please also attach copies of memorandum of understanding, agreements with any of the above mentioned group of funding sources. (06 marks for each startup funded up to PKR 1 million.)</p>	18						
<b>TOTAL (A2)</b>		<b>100</b>						

**3. APPROACH & METHODOLOGY (A3):**

This section will evaluate the bidder's solution to the required services/project.

<b>3</b>	<b>Approach &amp; Methodology</b>	
3.1	Project plan including implementation methodology (20 marks), WBS in the form of Gantt Chart w.r.t timelines (05 marks), strategy for project success & sustainability (05 marks) and KPI's to assess the performance of Incubatees (05 marks)	35
3.2	Criteria & methodology for the selection of incubatees (10 marks), mentoring strategy (10 marks) and Business Plan for the success of products/projects of Incubatees (15 marks)	35
3.3	Marketing/Outreach Plan (events calendar, advertisements, promotions, branding etc.)	10
3.4	Detailed curriculum (10 marks) and comprehensive mentoring/training schedule (10 marks)	20
	<b>TOTAL (A3)</b>	<b>100</b>

Each section can be given either of the following grades depending on the content of the technical proposal:

**TOTAL TECHNICAL SCORE:**

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

Weight	Evaluation Criteria	Weight age
W1	Profile	45%
W2	Relevant Experience	30%
W3	Approach and Methodology	25%

$$St = A1*W1/100 + A2*W2/100 + A3*W3/100$$

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

### **Evaluation Process:**

Evaluation of Technical Proposals: The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified above. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum qualifying technical score of sixty (60).

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

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

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

Financial scoring of the lowest bidder will be = 100

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

Award of Contract (Contract will be awarded to the Best Evaluated Bid). After Technical and Financial Evaluation, the contract shall be awarded to the bidder with the best evaluated bid, that is, the bid with highest accumulative technical and financial score, wherein, proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 60%, the weight given to the Technical Proposal; F = 40%, the weight given to the Financial Proposal; T + F = 1) indicated as:  $S = St \times T\% + Sf \times F\%$ . The bidder achieving the highest combined technical and financial score shall be declared as winning bidder and shall be awarded contract.

## Section 4. Financial Proposal - Standard Forms

Form FIN-1. Financial Proposal Submission Form	3
.....	3
3	
Form FIN-2. Summary of Costs	3
.....	3
4	
Form FIN-3. Breakdown of Costs by Activity <sup>1</sup>	
35	

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To:

*Khyber Pakhtunkhwa Information Technology Board (KPITB)*

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

*Telephone: 091-091-5891516 Facsimile: E-mail: [neelum.rashid@kpitb.gov.pk](mailto:neelum.rashid@kpitb.gov.pk)  
[matiullah.khan@kpitb.gov.pk](mailto:matiullah.khan@kpitb.gov.pk) [imran.khan@kpitb.gov.pk](mailto:imran.khan@kpitb.gov.pk)*

*Dear Sirs:*

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical 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 expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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."**



FORM FIN-2. SUMMARY OF COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Operation Cost (Admin/ Management)		
Mentorship/Training Cost		
Cost of Seminars/Workshops		
Branding of the Program and marketing/outreach activities		

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs excluding local taxes to be Paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Section 4 - Financial Proposal - Standard Forms

3

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<sup>2</sup> Group of Activities (Phase):	<sup>3</sup> Description:			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remunerations <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

Section 4 - Financial Proposal - S tandard Forms

**Sample Form**

Consulting Firm:  
Assignment:

Country:  
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to Pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

*[Name of Consulting Firm]*

Signature of Authorized Representative

Date

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

Title:

**Section 4. Financial Proposal - Standard Forms**

**Consultant's Representations Regarding Costs and Charges**

(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary Per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour
<b>Home Office</b>									
<b>Field</b>									

- 1. Expressed as Percentage of 1
- 2. Expressed as Percentage of 4

## II. General Conditions of 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<sup>1</sup> means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
  - (b) —Procuring Entity PE<sup>1</sup> means the implementing department which signs the contract
  - (c) —Consultant<sup>1</sup> 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.
  - (d) —Contract<sup>1</sup> means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (e) —Contract Price<sup>1</sup> means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
  - (f) —Effective Date<sup>1</sup> means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - (g) —Foreign Currency<sup>1</sup> means any currency other than the currency of the PE's country.
  - (h) —GC<sup>1</sup> means these General Conditions of Contract.
  - (i) —Government<sup>1</sup> means the Government of Khyber Pakhtunkhwa.
  - (j) —Local Currency<sup>1</sup> means Pak Rupees.
  - (k) —Member<sup>1</sup> means any of the entities that make up the joint venture/consortium/association, and —Members<sup>1</sup> means all these entities.
  - (l) —Party<sup>1</sup> means the PE or the Consultant, as the case may be, and —Parties<sup>1</sup> means both of them.

## General Condition of Contract

- (m) —Personnell means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (n) —SC means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) —Services means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) —Sub-Consultants means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (q) —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 language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 1.4 Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### 1.5 Location

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

### 1.6 Authority of Member in Charge

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

## **1.9 Fraud Corruption**

### **General Condition of Contract**

#### **1.7 Authorized Representatives**

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.

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.
- 2.5.2 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.
- 2.5.3 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.
- 2.5.4 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.

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

**General Condition of Contract**

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:

**2.6.3. Payment Upon Termination**

(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. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

**3.1.1 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.

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.

**3.2 Conflict of Interests**

**3.2.1 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.

**3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project**

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 General Condition of Contract

Services for the preparation or implementation of the project.

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.

**3.2.3 Prohibition of Conflicting Activities**

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.

**3.3 Confidentiality**

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

**3.4 Insurance to be Taken Out by the Consultant**

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

**3.5 Consultant's Actions Requiring PE's Prior Approval**

(a) entering into a subcontract for the Performance of any Part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, 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 (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**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**

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

**4. CONSULTANT'S 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

**4.2 Removal and/or Replacement of Personnel**

the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

- (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.

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sing 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 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.
- 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 Appendix A. Except as provided in Clause 5.2, 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/foreign currency/ 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
- 6.4 Terms and Conditions of Payment

**General Condition of Contract**

sum price is provided in Appendices D and E.

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

## General Condition of Contract

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 Good Faith

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 Condition of Contract

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
------------------------	---

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

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Consultant:

Attention:

Facsimile:

E-mail:



## Contract

{1.6  
}

{The Member in Charge is *[insert name of member]*}

*Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.*

1. The Authorized Representatives are:

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For the PE: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

1.8

*PE shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

*The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply.*

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the SubConsultants and the Personnel, or shall reimburse the Consultant, the SubConsultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the SubConsultants and the Personnel in respect of:

- (a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan ), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country,

## Special Condition of Contract

(e) provided that:

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## Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months ]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

## Special Condition of Contract

*Note: Delete what is not applicable*

{3.5(c)}

{The other actions are: *[insert actions]*.}

*Note: If there are no other actions, delete this Clause SC 3.5 (c).*

{3.7(b)}

*Note: If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:*

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

{5.1}

*Note: List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”*

6.1

Performance security shall not exceed 10% of contract amount

6.3

The amount in Pak Rupees or in foreign Currency *[insert amount]*.

## Contract

6.5 The accounts are:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total Payments reach fifty (50) percent of the lump-sum amount.

*Note: This sample clause should be specifically drafted for each contract.*

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

**Special Condition of Contract**

Appendix A

**(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 Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: ...  
Signature: .....  
[Seal]

## Contract

### CONTRACT

THIS CONTRACT (—Contract<sup>1</sup>) is entered into this *[insert starting date of assignment]*, by and between *[insert PE 's name]* (—the PE<sup>1</sup>) having its principal place of business at *[insert PE 's address]*, and *[insert Consultant's name]* (—the Consultant<sup>1</sup>) 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 Annex A, —Terms of Reference and Scope of Services,<sup>1</sup> which is made an integral Part of this Contract (—the Services<sup>1</sup>).
  - (ii) The Consultant shall provide the reports listed in Annex B, —Consultant's Reporting Obligations,<sup>1</sup> 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<sup>1</sup> to Perform the Services.

**2. Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

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.

C. 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 in Paragraph 4.

**4. Economic Price Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed —% Per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as Per following provision: — Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:  
Remuneration pursuant to the rates set forth in Annex C shall be

## Contract

adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:  $Rl = Rlo \times Ilo$

where  $Rl$  is the adjusted remuneration,  $Rlo$  is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration,  $I$  is the official rate of inflation for the first month for which the adjustment is to have effect and,  $Ilo$  is the official rate of inflation for the month of the date of the Contract.]]

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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.



## **Contract**

- 9. 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.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the
- 13. 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

Signed by

Signed by

Title:

Title: