

**INVITATION FOR BID**

**FOR**

**HIRING OF TESTING AGENCY**



**Tender Reference Number:** KPITB/23/IFB/067  
**Last Date/Time for Submission:** October 03, 2023 at 11:00 AM  
**Bid Opening Date/Time:** October 03, 2023 at 11:30 AM

**KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD- KPITB**  
**GOVERNMENT OF KHYBER PAKHTUNKHWA**  
*Plot # 134-136, Industrial Estate, Hayatabad, Peshawar, KPK, Pakistan. Tel: 091-5891516*

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## 1. INTRODUCTION

Khyber Pakhtunkhwa Information Technology Board (hereinafter referred as ‘the Procuring Entity (PE)’), Government of Khyber Pakhtunkhwa invites sealed bids from income tax and sales/service tax registered firms (hereinafter referred as ‘Bidder’), for provision of testing services for the various positions.

## 2. SCOPE OF SERVICES

KPITB intend to fill up the vacant posts by initial recruitment in a prescribed manner, and therefore desires Testing Agency to provide its expertise and services in the recruitment process by shortlisting of candidates through **conduct of screening/written tests and provision of the test result in descending order based on obtained marks.**

### 2.1 TERMS OF REFERENCE (TOR’s)

#### A. ADVERTISEMENT

- i. KPITB will finalise the advertisement in consultation with Testing Agency.
- ii. KPITB will be responsible for information such as Nomenclature of Posts, Eligibility Requirement, etc in the final advertisement.
- iii. Testing Agency will include the *“How to apply”* section in the advertisement along with *“online Application form availability and closing dates”*.
- iv. The Testing Agency will send the final advertisement to KPITB for further processing and subsequent publication in newspapers.

#### B. APPLICATION FORM COLLECTION

- i. Testing Agency will prepare online application form as per requirements mentioned in the advertisement.
- ii. The testing Agency will be responsible to register and collect online application forms.
- iii. The Testing Agency will publish the online application form link on its website on the date the advertisement is published in the newspapers.

#### C. PROCESSING OF DATA

- i. The Testing Agency will close the online application form link on its website after the last day of online application form collection. After last date of application submission, no further applications will be entertained by the Testing Agency. In case of a corrigendum/addendum, the KPITB will inform the testing agency to extend/amend the dates or other requirements accordingly.
- ii. Testing Agency will not entertain any changes in the online application form data once the form is submitted.
- iii. It will allow all those candidates to appear in the screening/ written test who have submitted test fees and their payment is verified by the bank.
- iv. Also, it will only allow all those candidates to appear in screening/written test who are eligible for the post as per advertised job criteria.

#### D. PAPER DISTRIBUTION/CONTENT WEIGHT-AGES

- i. Testing Agency will be responsible for setting final paper & paper distribution for each cadre of post. However, content & its weightages shall be provided by KPITB.
- ii. The Testing Agency will display the content weightages of various cadres of posts on its website at the time of application opening, along with published advertisement for information of candidates.

**E. CONDUCTING TEST:**

- i. The Testing Agency will not issue any roll number slip in hard form/letter to any candidate. Candidates will be informed through their website, Facebook page and by sending SMS & email (on the mobile number mentioned in their online application form) to download their roll number slips from testing Agency's website. In case of failure to inform the candidate, the complaint shall be addressed by testing agency.
- ii. The testing agency will mention Time, Date and Venue of the test on roll number slips and intimate the candidates in due course of time.
- iii. The testing agency will be responsible for providing credible invigilation team at all test centres for supervision and conduct of test along with necessary logistical requirements such as chairs, fans, water, etc.
- iv. The testing agency will be SOLELY responsible for printing, packing, sealing, transporting, administering, retrieving and result preparation of the paper.
- v. The testing agency will ensure fool proof mechanism and will be responsible for overall security of venue and secrecy of the whole process.
- vi. It will administer a MCQs based screening/written test comprising of 100 marks with a maximum time of 90 minutes. There will be no negative marking in the test.
- vii. Where applicable, the Testing Agency will administer relevant skill test (i.e. typing and or shorthand test) for all those candidates who have passed screening/written test.
- viii. The KPITB may ask to conduct computer based test (CBT) for the certain posts if required. However, the timelines and necessary controls will remain the same. All other security and administrative arrangements for test centres shall be the responsibility of testing agency.

**F. TEST RESULT PREPARATION**

- i. The Testing Agency will be solely responsible for preparation of the written test result only.
- ii. It will prepare result by using state of the art computerised OMR machines to scan the answer sheets of each respective candidate who have appeared in the test.

**G. TIMELINE**

- i. The Testing Agency shall complete the process of conducting tests within 15 to 20 days after the closing of advertisement date.
- ii. The testing agency shall declare written test results **in 72 hours** after the test conduct.
- iii. The testing agency shall provide post wise written test results in descending order to KPITB in soft form and hard form within 02 days after the result declaration.

**2.2 TIME LINES FOR BID SUBMISSION & OPENING:**

Bids submission deadline:	October 03, 2023 11:00 AM
Opening of Bids:	October 03, 2023 11:30 AM

## 2.3 CONTRACTING

The selected bidder shall sign and submit Contract, as per draft to be provided by KPITB, within **seven days** of issuance of Letter of Acceptance.

## 2.4 DELIVERY / COMPLETION TIME

The contract shall be shall valid for one year which may be extended subject the consent of both parties. The contract may also be terminated by the either party on two months prior notice.

## 3. INSTRUCTIONS TO THE BIDDERS

### 3.1 GENERAL INSTRUCTIONS:

- a. For this tender, Single Stage Two Envelope based on **Quality & Cost Based Selection (QCBS) bidding procedure** will be followed for evaluation.
- b. It shall be imperative for each Bidder to familiarize itself with the prevailing socio-economic, political, and legal situation for the execution of contract. KPITB may not be able to entertain any such requests for clarification from the Bidder regarding such aspects. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process shall be entertained by the KPITB. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- c. The Bidder shall deem to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.
- d. It shall be clearly understood that the terms & conditions are intended to be strictly enforced. No escalation of cost shall be permitted throughout the period of completion of the contract, except in case of changes in TOR to meet the requirements on ground.
- e. The Bidder shall be fully and completely responsible to provide services to the KPITB.

### 3.2 LANGUAGE OF THE BID:

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy shall be rejected.

### 3.3 BID CURRENCY:

The total bid value shall be considered in PKR only.

### 3.4 CLARIFICATIONS AND AMENDMENTS:

- a. A prospective Bidder requiring any clarification in this Bid Solicitation Document shall notify the KPITB by letter or by email, no later than three working days prior to the deadline for the submission of bids prescribed in this bid document.
- b. Clarifications and amendments (if any) so made shall be reflected in the Bid Solicitation Document and shall be notified on the KPITB website. The Bidder shall periodically check the KPITB website for the amendments or corrigendum or any other information. The KPITB shall not make any individual communication and shall not be responsible for any ignorance pleaded by the Bidders.
- c. KPITB shall not be responsible for any misinterpretation of the provisions of this document or on account of the Bidders failure to update the Bid Solicitation Document based on changes/ modifications announced through the website.

### **3.5 FORCE MAJEURE:**

- a) Subject to sub clause (c), in a Force Majeure situation which directly and materially hinders/ hampers the Selected Bidder's ability to perform its obligations under the Contract, the Parties will be excused from performance of their respective obligations under the Contract until the existence/ persistence of the Force Majeure Event.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.
- c) If a Force Majeure situation arises, the selected bidder shall promptly notify the KPITB in writing of such condition and the cause thereof. Unless otherwise directed by the KPITB in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If a Force Majeure Event persists for more than three (03) months from the date of the notice under sub clause (c) above, the Selected Bidder may apply to the KPITB seeking termination of the Contract. If the KPITB agrees, the Contract may be terminated.
- e) If a Force Majeure Event persists for more than three (03) months from the date of the notice under the sub clause (c) above, KPITB may at its own absolute discretion terminate the Contract.
- f) In the event of termination under clause (d) or (e), the Selected Bidder shall be entitled to receive such part of the Contract Price as pertains to the Services which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the Selected Bidder regarding delivery of Services as required under the contract which cannot be completed, the KPITB shall be entitled to demand additional sum for such Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which KPITB may have under the Contract or under the relevant laws.

### **3.6 DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION:**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

If a bidder is not satisfied with the decision of the committee, he may take recourse to the KPPRA. The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties

#### **4. BID COST**

##### **4.1 COST OF BID:**

The Bidders shall bear all costs associated with the preparation and submission of their Bids. The KPITB shall not be responsible or liable to pay/bear any costs associated with the preparation and submission of bids, incurred regardless of the conduct and/ or outcome of the Bidding Process.

##### **4.2 BID SECURITY:**

- a) Bid Security, in the shape of a bank draft/pay order (from scheduled bank) shall be drawn in favor of Khyber Pakhtunkhwa Information Technology Board of **PKR 500,000**. Bid Security shall be kept sealed in the financial proposal.
- b) The Bid Security in the form of Bank guarantee or Insurance guarantee is not acceptable.
- c) The Bid Security of the unsuccessful Bidders shall be refunded after signing of the contract/issuance of Purchase order to the successful bidder(s).
- d) The Bid Security amount held by the KPITB till it is refunded to the unsuccessful Bidders shall not earn any interest thereof.
- e) Subject to the award of contract, the Bid Security of the awarding bidder will be retained as Performance Guarantee.
- f) The performance bank guarantee shall be valid for one year or for a period of execution of the contract.
- g) The Bid Security shall be forfeited by the KPITB, if the Bidder withdraws the Bid during the period of its validity specified in the Bid Solicitation Document or if the selected Bidder fails to sign the Contract.

#### **5. BID SUBMISSION REQUIREMENTS**

Bidders should examine all Instructions, Terms and Conditions as given in this Bid Solicitation Document. Failure to furnish information required in the Bid Solicitation Document or submission of Bids not substantially responsive or viable in every respect, shall be at the Bidder's risk and shall result in rejection of the Bid.

##### **5.1 DETAILS TO BE FURNISHED IN THE PROPOSAL**

The Proposal shall be submitted according to the criteria as given in this Bid Solicitation Document, and shall be signed and stamped in all pages. The KPITB shall not be responsible for the errors committed in the Bids by the Bidders.

- a) The blank Bid Solicitation Document in full shall be printed and signed by the authorized person and stamped in all pages and shall be submitted as a token of accepting the conditions.
- b) The supporting documents to prove Bidder's Eligibility shall be duly signed by the authorized person and stamped in all pages and shall be submitted.
- c) All the required documents according to this Bid Solicitation Document shall be enclosed in the Proposal. No documents shall be allowed to be supplemented/ exchanged after opening of the Bids, unless asked by KPITB for the purpose of clarifications.
- d) All the Price items as asked in the Bid Solicitation Document should be filled in the Financial Proposal format given in this Bid Solicitation Document. The price quoted shall be in Pak Rupees. The Bid shall be liable for rejection if Financial Proposal contains conditional offers or partial offers.
- e) The price quoted by the Bidder shall include cost and expenses on all counts, tools/ techniques/ methodologies, manpower, supervision, administration, overheads etc.
- f) The price quoted by the Bidder shall be kept firm and unchanged for a period specified in this Bid Solicitation Document from the date of opening of the Bids. The Bidder shall keep the price unchanged during the period of Contract including during the period of extension of time, if any. Escalation of price will not be permitted during the said periods or during any period whether extended or not for reasons whatsoever. The Bidders shall particularly take note of this factor before submitting the Bids.
- g) Price quoted by the bidders shall be inclusive of all taxes.

## 5.2 OUTER ENVELOPE:

Under single stage two envelopes process, all interested bidders are requested to submit their **technical** and **financial** bid in a single sealed package/envelop marked as "**Bid for Hiring of Testing Agency Services**" with separate sealed envelopes of **Technical** and **Financial** bid within. The envelopes should have address and contact details of the addressee and the addressor. The "FROM" address and "TO" address shall be written.

## 5.3 MODE OF SUBMISSION OF BIDS:

- a) The Bids shall be dropped at the KPITB Head Office (plot # 134, Industrial Estate, Hayatabad, Peshawar) on the due date and time and acknowledgement thereof should be obtained otherwise no claim of the submission of the Bid shall be entertained.
- b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidder shall use courier service or registered post which provides tracking facility, and ensure that the Bid reaches on the given address on the due date and time. However, KPITB shall not be liable or responsible for any postal delay or any other delay or damage/ loss etc. whatsoever.
- c) The Bids received after due date and time or unsealed or incomplete or submitted by Facsimiles (Fax) or email shall be rejected.
- d) Bids delivered by hand to KPITB office must be registered at reception. Unregistered bids will not be considered for further processing.



**5.4 MODIFICATION AND WITHDRAWAL OF BIDS:**

- a) The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- b) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 5.2 & 5.3 of this document, by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- c) No bid can be modified after the deadline for submission of bids.

**6. BID OPENING AND SELECTION PROCEDURE**

**6.1. BID OPENING:**

The Bid’s envelope shall be opened by the KPITB on the date and time as specified in this solicitation document or any other date announced as corrigendum by KPITB. The Bids shall be opened in the presence of the Bidders who choose to be present.

**6.2. BID VALIDITY:**

- a) Bids submitted shall remain valid for a period of 90 days from the date of opening of the Bids. If the Bid validity is less than 90 days, the Bid shall be rejected as non-responsive. The Selected Bidder shall extend the Bid validity till the completion of the order.
- b) In exceptional circumstances, KPITB may solicit the Bidders to extend the validity.

**6.3. INITIAL SCRUTINY:**

Initial Bid scrutiny shall be held and the Bids shall be treated as non-responsive, if:

- a) Bid is not submitted as specified in Clause 5 above of the Bid Solicitation Document.
- b) Bid with incomplete information, subjective, conditional offers and partial offers.
- c) Bid submitted without supporting documents to prove eligibility criteria.
- d) Bid not complying with any of the clauses stipulated in the Bid Solicitation Document.
- e) Bid with less validity period.
- f) Bid without Bid Submission Form(s) as required in the Bid Solicitation Document.
- g) Bid smacks of corrupt, fraudulent and collusive practices of the Bidder.
- h) And other mandatory conditions prescribed in this Bid Solicitation Document.

All responsive bids shall be considered for further evaluation. The decision of the competent authority communicated by the KPITB shall be final in this regard.

**6.4. ELIGIBILITY CRITERIA (MANDATORY)**

No.	Mandatory Criteria
1.	The firm shall be registered with SECP/Registrar of Firms from at least last five years. Firm having less than five years of experience shall be considered as ineligible. (To be calculated from the date of registration).
2	Registration with FBR and shall have active taxpayer status
3	Registration with Khyber Pakhtunkhwa Revenue Authority with active tax payer status.

4	Affidavit on stamp paper that the Firm/agency has not been blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization.
5	Undertaking on the judicial stamp paper that the information and documentary evidence provided by the firm are accurate and authentic and that the PE may disqualify the bidder at any stage or may cancel the contract (if awarded) any time if the documents/information provided by the firm proved to be false, forged, inaccurate or unauthentic. In case of concealment of facts, the firm shall be disqualified straightaway.

## 6.5. SCORING CRITERIA FOR TECHNICAL EVALUATION

The Technical Evaluation of bidders will be carried out first on the basis of Technical Evaluation Criteria as below. Minimum marks for qualification are **70 of the total score 100 assigned to Technical Evaluation**. The marks obtained in Technical Evaluation will carry **80% weightage** in the overall Evaluation & **20% weightage** of **Financial Evaluation**.

S No.	Criteria	Points	Documentary Evidence
1	Years in Business from date of Registration Equal or More than 10 years = 10 More than 05 year & less than 10 years = 5 Less than 05 years = 0	10	Incorporation/registration Certificate
2	Valid ISO Certificate applicable to provide educational & professional testing services.	5	Copy of certificate
3	Total No. of Clients More than 50 = 20 35-50 clients = 15 25-34 clients = 10 Less than 25 clients = 0	20	List of clients along with complete contact details of the concerned client for verification.
4	Testing Agency's geographic presence. Registered office in Peshawar = 4 Marks Each registered office in other cities (up-to maximum of 03) = 02 marks per office	10	Complete office address and contact number of each office.
5	Project completed related to testing services in last 03 years for Government Sector (1 mark for each project upto a maximum of 20). (educational tests shall not be considered)	20	Completion certification/ Work Order / contract. Please provide details of clients and test date)
6	Average Annual Financial turnover during last three years: More than 30 Million = 10 marks > 20 Million < 30 Million = 6.67 marks > 10 Million < 20 Million = 3.34 marks Less than 10 million = 0 marks	10	Audited financial statements of last three years.
7	Average Current Balance for the last six months. 10 Million or above =10 marks 08-10 Million = 05 Less than 08 Million = 0 marks	10	Bank Statement of the last six months. 2022-23 2021-22 2020-21

8	Experience of conducting Computer Based tests in the last three years. 01 marks for each CBT tests conducted.	10	Completion certification/ Work Order / contract.
9	HRIS/Software for the applicants to apply completely online having integration with 1 link/ M.Net/Paymir.	05	Detail description of the platform
<b>Total Marks</b>		<b>100</b>	

#### **6.6. AWARD OF TENDER**

For the purpose of award of tender, the Best Evaluated Bid amongst qualified bidders who scored maximum marks in the technical and financial evaluation shall be accepted for the award of tender.

#### **6.7. CLARIFICATIONS BY THE KPITB:**

When deemed necessary, the KPITB may seek clarifications on any aspect from the Bidder. However, that shall not entitle the Bidder to change or cause any change in the substance of the Bid or quoted price. During the course of evaluation, the KPITB may seek additional information or historical documents for verification to facilitate decision making. In case, the Bidder fails to comply with the requirements of the KPITB as stated above, such Bids may at the discretion of the KPITB be rejected as non-responsive.

#### **7. TERMS OF PAYMENT**

- a) The fee will be deposited in the bank Account of testing and evaluation agency directly by the candidates.
- b) The contracted amount shall be inclusive of all taxes and service charges. No extra amount shall be charged by the agency from the applicants.

#### **8. LIQUIDATED DAMAGES**

- a) KPITB may impose a penalty on the testing agency or may withheld the assignment charges/amount or may cancel the contract if their services are found to be below the quality benchmark or the PE is not satisfied with the quality or failed to comply with the agreed timelines.

#### **9. CLARIFICATIONS**

Queries regarding this BID SOLICITATION DOCUMENT shall be submitted in writing to:

**Assistant Director Procurement,  
Khyber Pakhtunkhwa Information Technology Board.  
E-mail: mohmand.imran@kpitb.gov.pk**

**ANNEX-I      PRICE SCHEDULE**

Item	Costs
	<i>Indicate Local Currency</i>
<b>Per Applicant Fee</b> Inclusive of all applicable taxes and service charges	

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

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

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

Contact No.: \_\_\_\_\_

Date: \_\_\_\_\_

Official Stamp: \_\_\_\_\_

**ANNEX-II: PROPOSAL SUBMISSION FORM**

**Assistant Director (Procurement),  
Khyber Pakhtunkhwa Information Technology Board,  
134 Industrial Estate, Hayatabad, Peshawar, KPK, Pakistan.**

Sir,

We, the undersigned, offer to provide our service for “Hiring of testing agency”, in accordance with your Bid Solicitation Document, dated \_\_\_\_\_, and our Proposal. We are hereby submitting our Proposal, which includes the financial proposal sealed in envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals.

We confirm that all the information provided in our proposal are authentic, accurate and not fake.

We understand that the decision of evaluating committee shall be final and cannot be challenged on any ground at any forum and the evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address:

**SAMPLE CONTRACT**  
**DRAFT CONTRACT FOR THE HIRING OF TESTING AGENCY UNDER**  
**FRAMEWORK AGREEMENT.**  
(This is a draft contract which will be modified at the time of contract according to the requirements)

THIS CONTRACT (“Contract”) is entered into this -----, by and between **KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD (KPITB)** (“the PE”) having its office at Plot # 134-136, Industrial Estate Hayat Abad Peshawar and M/S ..... (“the Consultant/Service Provider”) having its office located at .....

WHEREAS, the PE wishes to have the Service Provider 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 required services as per the following **General Conditions of Contract, Special Conditions of Contract, and the following Annexures** which are made an integral part of this contract.

**2. Duration of Contract**

The Consultant shall provide the required services for the period of one (01) year i.e., from ..... to .....

**3. Payment Terms**

A. Ceiling

For Services rendered pursuant to Annex-....., the PE shall pay to the Consultant an amount as per unit rate mentioned in Annexure-..... on assignment basis. 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 & duties obligation that may be imposed on the Consultant.

B. Payment Conditions

Payment shall be made in Pakistani Rupees, no later than 30 days following submission by the Consultant invoices in duplicate to the coordinator designated and as per terms and conditions mentioned in Annexure-.

**4. Project Administration**

A. Coordinator

The PE designates **Director Operations** 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 providing services under this Contract may be required to complete timesheets or any other document used to ensure the task completion, as instructed by the Coordinator.

C. Records and Accounts

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

**5. Performance Standard:**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

**6. Confidentiality:**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract, or the PE's business or operations without the prior written consent of the PE.

**7. Ownership of Material:**

Any studies, reports, or other material, graphic, software, or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software till the completion of post deployment support.

**8. Consultant not to be engaged in Certain Activities:**

The Consultant agrees that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance:**

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

**10. Assignment:**

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

**11. Law Governing Contract and Language:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Government of Pakistan & Government of Khyber Pakhtunkhwa, and the contract language shall be English.

**12. Dispute Resolution:**

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

**For the Procuring Entity**

**For the Service Provider**

**On behalf of KPITB**

**On behalf of M/S .....**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AGREEMENT HAS BEEN EXECUTED IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **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/Service Provider” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 and the Annexures.
- (e) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (h) “Government” means the Government of Khyber Pakhtunkhwa.
- (i) “Local Currency” means Pak Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (p) “In writing” means communicated in written form with proof of receipt.

#### **1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

#### **1.3 Language**

This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.4 Notices**

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

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

#### **1.5 Location**

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

#### **1.6 Authority of Member in Charge**

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

#### **1.7 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.

#### **1.8 Taxes & Duties**

The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

#### **1.9 Fraud & Corruption**

**A.** If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers, and suppliers have 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 to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents, or servants;
- (b) terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.4 Modifications or Variations**

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

### **2.5 Force Majeure**

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

#### **2.5.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party

affected by such an event (a) has taken all reasonable precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.2 Extension of Time**

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

### **2.5.3 Payments**

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

## **2.6 Termination**

### **2.6.1 By the PE**

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

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

### **2.6.2 By the Consultant**

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

- (a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without the consultant's 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 PE 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/SERVICE PROVIDER**

### **3.2 General**

#### **3.2.1 Standard of Performance**

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

### **3.3 Conflict of Interests**

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

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

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

#### **3.3.2 Prohibition of Conflicting Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub

Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### **3.3.3 Prohibition of Conflicting Activities**

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

### **3.4 Confidentiality**

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

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

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

- (a) appointing such members of the Personnel not listed, and
- (b) any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

- (a) The Consultant shall submit to the PE the reports and documents specified in Annexure-B 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**

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

### **3.8 Accounting, Inspection and Auditing**

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

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.A which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

### **3.9 Professional liability of consultant**

- 3.9.1 The consultant shall be liable for consequence of errors or omissions on its part. The extent of liability of the consultant in no case should be less than consideration of the contract.
- 3.9.2 The consultant shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services.
- 3.9.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to forfeit their performance security or deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both.

### **3.10 Monitoring and Evaluation**

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

## **4. CONSULTANT PERSONNEL**

### **4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Annex-C. The Key Personnel and Sub-Consultants listed by title as well as by name in the proposal are hereby approved by the PE.

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

- (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.
- (b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE PE**

### **5.1 Assistance and Exemptions**

The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as possible.

## **5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.

## **5.3 Services and Facilities**

The PE shall make available free of charge to the Consultant the possible Services and Facilities, where deemed required by the consultant, by mutual understanding.

# **6. PAYMENTS TO THE CONSULTANT**

## **6.1 Lump-sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional payments in accordance with Clause 2.4.

## **6.2 Contract Price**

The price Payable in Pak Rupees is set forth in the SC.

## **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided.

## **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the Payment, schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in SC hereto, or in such other form, as the PE shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

# **7. GOOD FAITH**

**7.1** The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

# **8. SETTLEMENT OF DISPUTES**

## **8.1 Amicable Settlement**

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

## **8.2 Dispute Resolution**

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the



other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

**SPECIAL CONDITIONS OF CONTRACT**

<b>GC Clause #</b>	<b>Special Conditions</b>
<b>1.4.1</b>	<b>Notices (Consultant/Service Provider):</b> Focal Person: _____ Address: _____ Email _____ Contact #: _____
<b>1.4.2</b>	<b>Address of PE:</b> KPITB Office, Plot # 134-136, Industrial Estate Hayat Abad Peshawar Khyber Pakhtunkhwa
<b>1.5</b>	<b>Location of the Project:</b> Province of Khyber Pakhtunkhwa and Islamabad
<b>1.6</b>	<b>Authority of Member In-Charge of JV: ....</b>
<b>1.7</b>	<b>Authorized Representative of PE:</b> Focal Person Name: ..... Address: KPITB Office, Plot # 134-136, Industrial Estate Hayat Abad, Peshawar, Khyber Pakhtunkhwa Email ID: ..... Contact #: 091-5891516
<b>1.8</b>	<b>Taxes:</b> As per the applicable law
<b>1.9 (B)</b>	<b>Integrity Pact:</b> Applicable as the contract is more than 10 Million Rupees
<b>2.1</b>	<b>Effectiveness of Contract: .....</b>
<b>2.2</b>	<b>Commencement of Services:</b> Within 07 Days after signing of the contract.
<b>2.3</b>	<b>Expiration of Contract:</b> ....., which may be extended upon mutual consent of both parties.
<b>3.5</b>	<b>Consultant's Actions Requiring PE's Prior Approval:</b> a. appointing such members of the Personnel not listed by name in Annex-, and b. any other action having any direct or indirect impact on the execution of this contract.
<b>6.2</b>	<b>Contract Price:</b> Contract will be executed on per unit rate as mentioned in Annexure-..... and the unit cost is inclusive of all government applicable taxes & duties.

<b>6.4</b>	<p><b>Terms and Conditions of Payment:</b></p> <p>i. The PE will not make any direct payment to the consultant and instead the consultant will collect the payment in form of application fee from the applicant at agreed rates.</p> <p><b>Performance Security/Guarantee:</b></p> <p>The consultant shall submit the performance security/guarantee of Rupees 0.5 million in the form of a Bank Guarantee which shall be valid till the contract execution period.</p>
<b>8.2</b>	<p><b>Dispute Resolution:</b></p> <p>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.</p>

**For the PE**

**For the Service Provider**

**On behalf of KPITB**

**On behalf of .....**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_