BID SOLICITATION DOCUMENT

FOR

HIRING OF CONSULTANCY SERVICES
FOR RATIONALIZATION

July 27, 2018

KHYBER PAKHTUNKHWA ECONOMIC ZONE DEVELOPMENT AND MANAGEMENT COMPANY
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Section 1. Letter of Invitation
Letter of Invitation

Tender # WA- 18-07-120;
The Khyber Pakhtunkhwa Economic Zones Development and Management Company – KPEZDMC
Plot # 120- Industrial Estate, Jamrud Road, Hayatabad, Peshawar
July 27, 2018

Dear Sir/Madam:

1. The Khyber Pakhtunkhwa Economic Zones Development and Management Company – KPEZDMC (hereinafter called “Procuring Entity”) invites proposals from consultancy firms having relevant experience to provide the consulting services for Rationalization of Human Resource. Details of required services are provided in the Terms of Reference (TOR) attached herewith.

2. A firm will be selected under Quality and Cost Based Selection-QCBS system –and procedures described in this RFP, in accordance with the KPPRA 2014.

3. Proposals must be delivered to the above office by or before August 13, 2018 2:30 pm.

4. Bids will be opened in the presence of bidders’ representatives who choose to attend at 3:00pm on August 13, 2018 at the offices of KPEZDMC, 120, Industrial Estate, Jamrud Road Hayatabad. Peshawar, Khyber Pakhtunkhwa.

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 Proposals & Standard Forms
   - Section 5 – Selection Criteria & Terms of Reference-TOR,
   - Section 6 – General Conditions of the Contract
   - Section 7 – Special Conditions of the contract

6. A complete set of bidding documents can be downloaded by interested bidders from www.kpezdmc.org.pk/tenders from issuance of this advertisement till closing date.

Yours sincerely,

Tauseef Ud Din Haider
Manager Procurement
Section 2. 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.


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 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.
2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) 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 Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity’s representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A consultant that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.

(ii) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.

(iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.2 Government officials and civil servants may be hired as consultants only if:

(i) They are on leave of absence without Pay;
(ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and
(iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

Under Rule 44 of 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 heard”.

5. Integrity Pact

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

6. Eligible Consultants

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

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

8. Only One Proposal

8.1 Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, 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. Clarification and Amendment in RFP

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.
11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

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

13. Technical Proposal Format and Content

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

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii) 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 be submitted for each position.
13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (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 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).

(vii) 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 authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (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.

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.

17.2 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:
(LCS, QCBS, and Fixed Budget Selection Methods 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.

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 Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional staff/experts

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

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.

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

25. Confidentiality

25.1 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: Rationalization of Human Resource.

The Name of the PE’s official (s): Tauseef Ud Din Haider – Manager Procurement / Mr. Atique Raja – Manager HR

Address: Plot # 120, Industrial Estate, Jamrud Road, Hayatabad, Peshawar

1.2 The method of selection is: Quality and Cost Based Selection- QCBS

The Edition of the Guidelines is: KPPRA rule and regulation 2014

1.3 Financial Proposal to be submitted together with Technical Proposal: YES

All interested eligible bidders are requested to submit Technical & financial proposals separately in single sealed envelope marked as “Proposal for HR Consultancy Services for Rationalization of Human Resource” with separate sealed envelopes of technical and financial Proposals within.

1.4 The PE will provide the following inputs and facilities

Administrative Support (where needed),

Office Space (If Needed)

Departmental TORs

Employee's profile - CV

Job Description

Any other relevant details required by the consultants.

1.5 The Proposal submission address is: Plot # 120, Industrial Estate, Jamrud Road, Hayatabad, Peshawar

Proposals must be submitted no later than the following date and time:

**Submission Deadline : August 13, 2018 at 2:30 pm**

No bid in any case shall be accepted after the deadline.

1.6 Expected date for commencement of consulting services will be immediately after the award of contract
at:
Plot # 120, Industrial Estate, Jamrud Road, Hayatabad, Peshawar

9.1 Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB)

10.1 Clarifications may be requested not later than one (1) day before the submission date.
The address for requesting clarifications is: Plot # 120, Industrial Estate, Jamrud Road, Hayatabad, Peshawar

E-mail: queries.procurement@kpezdmc.org.pk

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.

11.2 The estimated number of professional staff-months required for the assignment is 60 days:

13.1 Technical proposals will be evaluated as per the attached TOR (section 5.A)
The minimum technical score St required to Pass is: 70 Marks
Remuneration Type: Lump Sum

14.1 The quoted price should be inclusive of all direct and indirect costs with all applicable taxes i.e. FBR & KPRA

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: Yes.

20.1 Expected date and address for contract negotiations: 15 Days after the opening of proposals.

24.2 Submission of Performance Security- (N/A)

5.1 Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
SECTION 3: Technical Proposal - Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Date: __________

To: Khyber Pakhtunkhwa Development and Management Company
   Plot # 120, Jamrud Road, Hayatabad, Peshawar

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Rationalization of Human Resource* in accordance with your Request for Proposal dated ______________ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _______________________

Name and Title of Signatory: ________________________________

Name of Firm: ________________________________

Address: ________________________________
## FORM TECH-2 - CONSULTANT’S EXPERIENCE

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in current US$ or Euro):</th>
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<tbody>
<tr>
<td>Country: Location within country:</td>
<td>Duration of assignment (months):</td>
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<tr>
<td>Name of PE:</td>
<td>Total No of staff-months of the assignment:</td>
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<tr>
<td>Address:</td>
<td>Approx. value of the services provided by your firm under the contract (in current US$ or Euro):</td>
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<tr>
<td>Start date (month/year): Completion date (month/year):</td>
<td>No of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
</tr>
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</table>

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Firm’s Name & Stamp:
FORM TECH-3. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your this part of your Technical Proposal divided into the following three portions:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

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

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

c) Organization and Staffing. In this portion, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
**FORM TECH-4. TEAM COMPOSITION AND TASK ASSIGNMENTS**

<table>
<thead>
<tr>
<th>Professional Staff</th>
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<tbody>
<tr>
<td>Name of Staff</td>
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1. Proposed Position [only one candidate shall be nominated for each position]: ______

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

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

4. Date of Birth: __________________________
   Nationality: __________________________

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

   __________________________
   __________________________
   __________________________
   __________________________

6. Membership of Professional Associations: __________________________

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: __________________________
   __________________________
   __________________________

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

   __________________________
   __________________________
   __________________________
   __________________________

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

   __________________________
   __________________________
10. Employment Record

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year]: ____ To [Year]:

Employer: __
Positions held: _________

<table>
<thead>
<tr>
<th>11. Detailed Tasks Assigned</th>
<th>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</th>
</tr>
</thead>
</table>
| [List all tasks to be Performed under this assignment] | [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: 
Year: 
Location: 
PE: 
Main project features: 
Positions held: 
Activities Performed: 

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

__________________________ Date: ______________________________
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:
SECTION 4: Financial Proposal – Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

Date: ______________

To: Khyber Pakhtunkhwa Development and Management Company
   Plot# 120, Jamrud Road, Hayatabad, Peshawar

Dear Sirs:

   We, the undersigned, offer to provide the consulting services for Rationalization of Human Resource in accordance with your Request for Proposal dated ______ and our Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] ________________________________.

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

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

   | Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |

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

   Yours sincerely,

   Authorized Signature [In full and initials] ': ________________________________

   Name and Title of Signatory: ________________________________

   Name of Firm: ________________________________

   Address': ________________________________
# FORM FIN-2 - BID SHEET - KPEZDMC

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Total Price (PKR) Inclusive of all taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total quoted amount for the service</td>
<td>Job</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>required in TOR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidders Name:**

**Company Stamp:**
SECTION- 5

TECHNICAL AND FINANCIAL EVALUATION CRITERIA & TERMS OF REFERENCE – TOR

FOR

HIRING OF HR CONSULTANCY FIRM
Contents

A. DETAILED SELECTION CRITERIA ................................................................. 30
   I. TERMS AND CONDITIONS ................................................................. 33
   II: DEPARTMENTAL BRIEF ............................................................... 33
B: TERMS OF REFERENCE ........................................................................ 40
A. DETAILED SELECTION CRITERIA

1. Under quality cost based selection system, 60% weightage will be given to the technical scores and 40% weightage will be given to the financial scores.
2. The criteria for the technical evaluation of the HR Consultancy firm is mainly divided in two steps.
3. Interested consultancy firms are required to submit below mentioned mandatory documents in initial step. (Table-I)
4. Technical proposals missing any of the below mentioned mandatory documents/requirements (Table-I) shall not be considered for the further evaluation process.
5. The subsequent step of the technical evaluation criteria will consist of scoring criteria (Table-II) of the required documents as mentioned below.
6. The target score for any consultancy firm to be considered for further assessment is minimum 70 marks.
7. Only the technical proposals scoring 70 marks or more will then be evaluated as per the stated weighted average of 60% technical and 40% financial average.
8. Best Evaluated proposal with highest weightage average scores shall be selected.
9. All the taxes will be deducted as per prevailing rules of FBR and Khyber Pakhtunkhwa Revenue Authority (KPRA).
10. Details of required human resource and Experts mentioned in table I & II shall be provided as follows:
   - Documentary evidence of qualification : Copy of degree/certificates and other credentials
   - Documentary evidence of experience: In shape of experience certificates/ Reference letters.

<table>
<thead>
<tr>
<th>TABLE-I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mandatory Documents</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>a. <strong>Proof of Registration</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Registration: The interested consultancy firm shall be registered for income tax and sales tax with relevant tax authorities and shall be an active tax payer.</td>
</tr>
<tr>
<td>Business Registration: Interested Firms shall provide proof of registration/incorporation of business with relevant registration body.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. <strong>Human Resource &amp; expertise</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The interested consultancy firm shall provide the profiles of human resource/staff displaying their experience and qualification relevant to the TOR (Section B) as per below mentioned requirement. Propose team needs to be comprise of 7 experts in the following fields with relevant experience and required qualifications</td>
</tr>
<tr>
<td><strong>Finance &amp; Audit Experts:</strong> CA/CPA/ACCA qualified with experience in Finance &amp; Audit related activities in a Corporate/Public sector organization.</td>
</tr>
</tbody>
</table>
- **Human Recourse Expert:** Masters in Human Resource Management with relevant experience in a Corporate/Public sector organization.
- **Energy & Power Expert:** Master’s degree in Electrical/Mechanical Engineering with experience in mostly Power generation and energy in a Corporate/Public sector organization.
- **Civil/ Infrastructure Expert:** Master’s degree in Civil Engineering with experience in infrastructure development projects in a Corporate/Public sector organization.
- **Strategy, Business Planning and Marketing Expert:** Master’s in Business Administration/Economics/Marketing or related field with relevant experience in marketing strategies, business development and research in a Corporate/Public sector organization.
- **Administration and Procurement Expert:** Master’s in Business Administration or related field with experience in Procurement and Admin/Logistics in a Corporate/Public sector organization.
- **Information Technology Expert:** Master’s in Information Technology or Computer Sciences with experience in the field of IT in a Corporate/Public sector organization.

*For better understanding of the requirements kindly also read section A-II & section B of this document for the detail of departments.*

### Table II

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Technical Scoring Criteria of Required documents</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Company Profile</strong> - The interested consultancy firm shall provide its complete profile with details of head office and sub offices across the country and list of clients with verifiable references relevant to the scope of this Proposal.</td>
<td>5</td>
</tr>
</tbody>
</table>
| 2      | Kindly refer to the Form TECH-3, Description of Approach, Methodology and Work Plan for Performing the Assignment for better understanding.  
  a. Technical Approach & Methodology = 8  
  b. Work Plan = 6  
  c. Organization & Staffing = 6  
  * These should be provided in align with the requirement mentioned in section A & B. | 20    |
| 3      | **General Experience of the Firm** – interested firms are required to submit documentary evidence of their previous experience being a registered entity.  
  - More than 10 years of experience = 15 marks  
  - 5-10 years of experience = 10 marks  
  - Less than 5 years of experience = 0 | 15    |
| 4      | **Specific Experience of the Firm**- Interested firms are required to submit documentary evidence of specific experience related to the scope of this assignment.  
  - 4 or more assignments of similar nature = 30 marks  
  - 3 assignments of similar nature = 20 marks  
  - 2 assignments of similar nature = 10 marks  
  - 1 assignment of similar nature = 5 marks  
  * This must be supported by official orders as well as satisfactory completion report from client(s) in respect of all report(s) and client (s) details for reference check. | 30    |
**Human Resource and Expertise:** The interested consultancy firm shall provide the profiles of human resource/staff displaying their experience and qualification relevant to the TOR (Section) as per below mentioned requirement.

**KEY PERSONNEL REQUIRED:**

*A team of 7 experts preferably in the following fields with relevant experience of such like reporting is required.*

1) **Finance & Audit Expert**
   CA/CPA/ACCA qualified with experience in Finance & Audit related activities in a Corporate/Public sector organization.
   - Experience of above 15 years: 4 Marks
   - 10-15 years of experience: 3 Marks
   - Less than 10 years of experience: 0

2) **Human Resource Expert:**
   Masters in Human Resource Management with relevant experience in a Corporate/Public sector organization.
   - Experience of above 15 years: 4 Marks
   - 10-15 years of experience: 3 Marks
   - Less than 10 years of experience: 0

3) **Energy & Power Expert:**
   Master’s degree in Electrical/Mechanical Engineering with experience in mostly Power generation and energy in a Corporate/Public sector organization.
   - Experience of above 15 years: 5 Marks
   - 10-15 years of experience: 3 Marks
   - Less than 10 years of experience: 0

4) **Civil/Infrastructure Expert:**
   Master’s degree in Civil Engineering with experience in infrastructure development projects in a Corporate/Public sector organization.
   - Experience of above 15 years: 5 Marks
   - 10-15 years of experience: 3 Marks
   - Less than 10 years of experience: 0

5) **Strategy, Business Planning and Marketing Expert:**
   Master’s in Business Administration/Economics/Marketing or related field with relevant experience in marketing strategies, business development and research in a Corporate/Public sector organization.
6) **Administration and Procurement Expert:**

- Master’s in Business Administration or related field with experience in Procurement and Admin/Logistics in a Corporate/Public sector organization.
  - Experience of above 15 years: 4 Marks
  - 10-15 years of experience: 3 Marks
  - Less than 10 years of experience: 0

7) **Information Technology Expert:**

- Master’s in Information Technology or Computer Sciences with experience in the field of IT preferably in a Corporate/Public sector organization.
  - Experience of above 15 years: 4 Marks
  - 10-15 years of experience: 3 Marks
  - Less than 10 years of experience: 0

*For better understanding of the requirements kindly also read section A-II & section B of this document for the detail of departments*

<table>
<thead>
<tr>
<th>Total Technical Marks</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weightage of Technical Marks</td>
<td>60%</td>
</tr>
<tr>
<td>Total Financial Marks</td>
<td>100</td>
</tr>
<tr>
<td>Weightage of Financial Marks</td>
<td>40%</td>
</tr>
</tbody>
</table>

### I. TERMS AND CONDITIONS

1. Sealed envelope marked as **“Request for Proposal for Rationalization”** along with requisite documents shall reach Plot # 120, Industrial Estate, Jamrud Road, Hayatabad, Peshawar, not later than **2:30pm, August 13, 2018.** RFP will be opened on the same day at 3:00 pm in the presence of representatives of participating firms, who wish to be present at below mentioned address.

2. KPEZDMC reserves the right to accept or reject any or all applications as per prevailing KPPRA rules.

3. Any firm, applying to this process, try to influence the procurement process, shall be disqualified directly.

4. No bid/proposal in any case shall be accepted after the deadline.

5. Interested eligible bidders may obtain further information by sending e-mail at queries.procurement@kpezdmc.org.pk or by visiting office of KPEZDMC. Plot # 120, Industrial Estate, Hayatabad, Peshawar. Ph: 091-9217708, 5180155, 5890826, 5891518 and 0335-kpezdmc, Monday to Friday during office hours.
II: DEPARTMENTAL BRIEF
Interested consultancy firms are requested to read this section in coordination with section A and B for the better understanding of the requirement.

FINANCE:
- To create and monitor company overall budget and a variety of functional or departmental budgets.
- To make timely payments to all contractors, consultants, vendors and employees keeping in view working capital management and ensuring compliance with all applicable codal formalities in consideration.
- Ensure funds are deposited in the financial institutions taking the interest rate, credit ratings and other relevant matters in consideration. Ensure funds are available for all the ADP schemes of the company.
- Reporting to Govt. of KP and Other institutions in compliance with various requirements and requests.
- To get best credit terms for financing including project/car financing, etc.
- To comply with the International Financial Reporting Standards and other laws enforced by the Securities & Exchange Commission of Pakistan or any other body as applicable in the case.
- Use strategies to lower tax burden also ensure proper compliance with all taxation laws in order to help government in generating revenue.
- Participation in the Company Procurement of Goods and Services to ensure due compliance with Applicable laws.

AUDIT AND RISK MANAGEMENT COMMITTEE
- Review of quarterly, half-yearly and annual financial statements of the Company, prior to their approval by the Board of Directors.
- Facilitating the external audit and discussion with external auditors of major observations arising from interim and final audits and any matter that the auditors may wish to highlight (in the absence of management, where necessary).
- Consideration of major findings of internal investigations of activities characterized by fraud, corruption, abuse of power, criminal activities, and management's response thereto.
- Determination of compliance with International Financial Reporting Standards as applicable in Pakistan and other relevant statutory requirements including SROs, notifications and departmental orders where applicable.
- Monitoring compliance with best practices of Public Sector Companies (Corporate Governance) Rules, 2013 and identification of significant violations thereof.
- Assess and analyze all critical accounting policies and practices, compliance with the practices of code of corporate governance, compliance with financing terms, Statutory filings etc.
Review of all alternative treatments of financial information within generally accepted accounting principles related to material items that have been discussed with management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the independent auditor.

In consultation with the independent auditor and the internal audit function, review the integrity of the company’s financial reporting processes.

Periodically review the adequacy and effectiveness of the company’s disclosure controls and procedures and the company’s internal control over financial reporting, including any significant deficiencies and significant changes in internal controls.

Review analysis prepared by management and the independent auditor setting forth significant financial reporting issues and judgments made about the preparation of the financial statements, including analysis of the effects of alternative.

Review, with management, the company’s finance function, including its budget, organization, and quality of personnel.

Conduct an annual performance assessment relative to the Audit and Risk Management Committee’s purpose, duties, and responsibilities outlined.

Assess and analyze that sufficient system and risk management framework is in place to manage both the strategic and operational risks and operating sufficiently and effectively to identify new or emerging risks and communicate properly.

**HUMAN RESOURCE:**

- To pursue routine HR Function advances by integration of new technologies that improve operational efficiencies of HR function.
- To provide support to organization by meeting organizational human resources need by managing activities related to recruitment and selection.
- To establish a system of performance management to ensure the Performance and Development system supports and maintains a culture of learning, innovation, leadership and accountability for outcomes and performance accountability.
- To perform activities related to Training and development to ensure staff are equipped with advanced level of skills and knowledge.
- To establish and communicate clear principles of compensation to ensure that organizational compensation policy adheres to employment legislations.
- To regulate standards of conduct and ensure orderly operations by providing the best possible work environment within organization.
- To maintain strict compliance with all applicable laws and procedures of the Company.
- Development and establishment of wage-setting, calculating payroll structure and assisting finance in payment procedures for all staff.
• Develop and revise HR policies and procedures.

• To equip the unemployed youth of KPK with modern skills in demand for relevant trades through the program of “Jobs opportunities through industrial training”

• Conduct field visits and coordinate with the representatives of industrial sector, adopt a collaborative approach to identify the gaps in availability of resources, infrastructure, opportunities, competence and skills required to achieve a sustained economic growth.

• Coordinate with donor agencies i.e NAVTCC, UNDP for market demands and provision of financial resources.

• Evaluate different institutes through face to face meetings in order to assess the availability of experienced faculty and other resources suitable for industrial trainings.

• To provide a sense of security to the employees by performing and managing activities related to group life insurance and health related policy.

• Bringing DSDA operations and procedures to a similar framework as that of KPEZDMC, changing organizational culture for organizational development by adopting a planned and coherent approach for improving the organizational HRM effectiveness.

• Economically empower the province by upskilling and improving the employment prospects of the individuals within organization or any other organization through the internship & traineeship program.

ENERGY & POWER

• Feasibility study of Industrial areas, Economic zones etc. for provision of electricity as per requirements; for temporary electrification for developmental activities at sites, execution of GTCC, Solar Power Plants projects as per planned targets 4 Designing, planning and budgeting of electricity related projects

• Assistance to investors for early completion of projects

• Extension of support to government entities, investors and other stakeholders to achieve targets set by the company.

• Management of Investors queries and early resolution of complaints related to Energy and Power

• Determination and approval of Power tariff from time to time for electricity generated through company resources such as Generators etc. from competent authority

• Research on contemporary trends and applicable solutions aligned with company goals

• Proactively identify, recommend solutions and create awareness for issues that may hamper project performance, company goals and initiatives.
CIVIL / INFRASTRUCTURE:

- To manage the procurement of Works and Services in compliance with the KPPRA rules 2014.
- Identification of New Sites for the development of Economic Zones/Special Economic Zones throughout Khyber Pakhtunkhwa.
- To protect public health & safety by promoting and enforcing compliance with the Building Regulations among builders, designers and owners.
- To ensure integrated, coordinated and systematic growth of trunk infrastructure in the EZs/SEZs. To establish liaison among different stakeholders involved in the development process of each EZs/SEZs.
- Develop strong relationships/coordination with other departments (internal/external)
- Facilitating the industrialization in Khyber Pakhtunkhwa through state of the art infrastructural and allied services.
- To ensure fast and transparent system of payments against the completed services and works related projects.
- To ensure timely completion with the desired quality through a complete system of Monitoring and evaluation at site.
- To plan and design as per the national and international best practices.
- To adopt best project cycle for the planning, designing and implementation of projects, to ensure sustainability, transparency and accountability

STRATEGY BUSINESS PLANNING & MARKETING EXPERT:

Marketing:

- Support rapid industrialization agenda of the Government in KP by attracting investors towards setting up of industries at special economic zones and economic zones.
- Support the industrialists by providing one-window operations to facilitate investors.
- Maintaining media relations ensuring positive image of organization with public and all stakeholders.
- Preparing and processing of special economic zone application for organization economic zone and providing special economic zone application consultancies to private developers.
- Facilitating zone enterprise entry into SEZ and availing special economic zone incentives at the special economic zone.
- Facilitating investors in disbursement of provincial incentives according to Government of KP 2016 industrial Policy.
- Providing management, technical, financial and marketing consultancy to sick units enabling revival of sick/closed industries.
Providing support to large-scale manufacturers for setting up their units in Khyber Pakhtunkhwa.

**Strategy & Business Planning:**

- Regularly organize, undertake External Scans of the environment and identify opportunities for the economic & industrial development of Khyber Pakhtunkhwa where contribution by KPEZMDC can be made, and for the growth and increased effectiveness of KPEZMDC.

- Conduct regular 360° Internal Scans of organization capabilities and competencies, strengths and weaknesses, and in identification of improvement action plans in order to meet the identified opportunities, challenges and requirements of KPEZMDC's Vision, Mission and Strategic Objectives.

- Examine the scope and extent of CPEC, examine opportunities and potential proffered for KPEZMDC and the industrial development of Khyber-Pakhtunkhwa and make recommendations for alignment of KPEZMDC Strategy and CPEC.

- Undertake strategic business development, and coordinate with Organization’s marketing Efforts to achieve the same. Attract foreign investors to KPEZMDC Industrial Estates in key sectors viz. biotechnology, pharmaceuticals, engineering, and mines & minerals.

- Review Organization's current strategy, and putting together a formal 3-Year Strategic Plan and Business Plan for KPEZMDC. Conduct regular review of the Strategic Plan and assist the Organization in updates thereof.


**PROCUREMENT AND ADMINISTRATION:**

**Procurement:**

- To ensure compliance with the rules of KPK Public Procurement Regulatory Authority.

- To ensure transparency in the Procurement process by developing necessary procedures.

- To manage the procurement process and the supply base efficiently and effectively in order to support operational requirements.

- To maintain and update all procurements related record for audit purpose.

- To provide advisory and facilitation role in the procurements initiated by the Technical and Energy departments for development projects.

- Develop strong relationships/coordination with other departments (internal/external) and with vendors.
Administration:

- Coordinating the company’s administrative operations to make sure the office flows smoothly.
- Sustaining the overall appearance and condition of the office facility and ensuring functionality of the office.
- To maintain a well-stocked supply room or other designated area for office stationery, supplies and asset items.
- To maintain various types of equipment and furniture & fixtures used by the company.
- To maintain and operate company's vehicles and ensuring their availability for official travelling.
- To maintain and update company's assets record and ensuring its availability for audit purpose.
- To provide logistics and accommodation support to the company's officials and guests. To organize official events and meetings in coordination with concerned departments.

INFORMATION TECHNOLOGY:

- Corporate LAN and WLAN networking
- Diagnostics and troubleshooting of IT related issues
- Ensuring the security of the services provided including identification and removal of any possible threats to data
- In-house development and customization of various required tools and software
- IT equipment procurement assessment
- Provision of basic IT training on need basis
- Provision of companywide email access through a registered domain reflecting the company
- Provision, Management & Access to IT resources
- R&D related to IC
B: TERMS OF REFERENCE

OVERVIEW

KPEZDMC is a not for profit Company incorporated under Section 42 of the Companies Ordinance 1984, now Companies Act 2017 and fully owned by the Government of Khyber Pakhtunkhwa. Company’s current strength is 318 with 38 Management Trainees and 10 Interns in 11 departments across Khyber Pakhtunkhwa Economic Zones Development and Management Company (KPEZDMC). These employees are deployed at 11 offices within KP province. As per the decision of KPEZDMC Board of Directors, management has planned to cut operational costs to achieve sustainability and optimize available resources for realization of organizational objectives.

SCOPE AND FUNCTIONS

Rationalization of staff will be applied throughout KPEZDMC analyzing the current operations of the whole organization and realigning the human resource strategy accordingly

The HR consultant shall perform the following functions;

1. Analyze the current operations of the whole organization and realign the human resource strategy accordingly
2. Review company’s current organizational structure
3. Review and analysis of current deployment of resources within KPEZDMC and comparing it with the business plan will identify the areas where the rationalization of staff can be applied.
4. Analysis of Company’s short, medium and long term business plan and strategic objectives to collate with HR plan
5. Analysis of departmental business processes to devise a plan of optimal utilization of human resource
6. Identify the overlapping of processes and suggest adjustments
7. Identify skill shortages and outline methods for improvements
8. Capacity Assessment and development plan - Reviewing current HR strengths, weaknesses and potentials (reviewing Job descriptions, CVs, etc.) and identify gaps, if any
10. Plan of action with key steps and timelines to implement different recommendations as agreed upon with the management
11. Vetting of existing organizational HR policy Manual

DELIVERABLES

- A thorough study of the short, medium and long term business plan and allied strategic objectives of KPEZDMC in comparison with present deployment of human resource at various levels.
- In light of the above scope of work an equitable and effective approach to be adopted to manage rightsizing of staff without affecting the operation of the Company as well as productivity.
- A strategic model and report with clear recommendations for the future HR strategy of KPEZDMC followed by the rightsizing operation
- An Implementation plan of rationalization
- Provide policy guidelines regarding induction, training and developing workforce.

TIME FRAME:

- Within a period of sixty-(60) days.
SECTION 6
General Conditions of Contract

1. GENERAL PROVISIONS

1. Definition

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.

(c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(d) “Contract” 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” 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 GC 2.1.

(g) “Foreign Currency” means any currency other than the currency of the PE’s country.

(h) “GC” means these General Conditions of Contract.

(i) “Government” means the Government of Khyber Pakhtunkhwa.

(j) “Local Currency” means Pak Rupees.

(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(l) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.

(m) “Personnel” 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.

1.7 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.

1.9 Fraud & Corruption

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days’ notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.
Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A 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 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

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 By the PE

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.

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. OBLIGATIONS OF THE CONSULTANT

3.1 General

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.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.1 Standard of Performance</td>
<td>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.</td>
</tr>
<tr>
<td>3.2. Conflict of Interests</td>
<td>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.</td>
</tr>
<tr>
<td>3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.</td>
<td>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.</td>
</tr>
<tr>
<td>3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project</td>
<td>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.</td>
</tr>
<tr>
<td>3.2.3 Prohibition of Conflicting Activities.</td>
<td>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.</td>
</tr>
<tr>
<td>3.3 Confidentiality</td>
<td>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.</td>
</tr>
<tr>
<td>3.4 Insurance to be Taken Out by the Consultant</td>
<td>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</td>
</tr>
</tbody>
</table>
insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant’s Actions Requiring PE’s Prior Approval

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

(a) entering into a subcontract for the Performance of any Part of the Services,
(b) appointing such members of the Personnel not listed 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.

(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 Accounting, Inspection and Auditing

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

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

4.2 Removal and/or Replacement of Personnel

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.

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.(N/A)

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 sum price.

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

7. GOOD FAITH

7.1 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.
## SECTION 7
### Special Conditions of Contract

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
</table>

1.3 The language is English.

1.4 The addresses are:

**Procuring Entity:** ____________________________  
**Attention:** ____________________________  
**Facsimile:** ____________________________  
**E-mail:** ____________________________

**Consultant:** ____________________________  
**Attention:** ____________________________  
**Facsimile:** ____________________________  
**E-mail:** ____________________________

**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.

1.7 The Authorized Representatives are:

**For PE:** ____________________________

**For 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 Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants 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;

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

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

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

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.

*Note: Delete what is not applicable*

5.3 Not Applicable – N/A

6.1 Not Applicable – N/A

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

6.4 The accounts are:
   for foreign currency or currencies: [insert account] for local currency: [insert account]
   100% Payments shall be made on lump sum basis after completion of required services.

8.2 Disputes shall be settled by complaint redressal committee define in accordance with sec 35 of KPPRA act.
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 Seller/Supplier: ............... Name of Buyer : .................
Signature: ................................ Signature: ............................
Seal : ...................................... Seal : ...............................
CONTRACT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PE ‘s name] ("the PE") having its principal place of business at [insert PE ‘s address], and [insert Consultant’s name] ("the Consultant") having its principal office located at [insert Consultant’s address].

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows

1. Services
   (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral Part of this Contract ("the Services").
   (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services

2. 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

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.

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 equipment.

11. Assignment
The Consultant shall not assign this Contract or Subcontract any portion thereof 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 Contract shall be English.

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