E-REQUEST FOR PROPOSAL (RFP)

FOR

HIRING OF CONSULTANCY FIRM FOR THIRD-PARTY INSTITUTIONAL ASSESSMENT AND REFORM ROADMAP OF KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD (KPITB)

(Consultancy Services – National Competitive Bidding)

Bid Reference Number:	**KPITB/2026/RFP/003**
Method of Selection:	**Quality and Cost Based Selection (QCBS) – Single Stage, Two Envelope**
Date/Time for Pre-Proposal Meeting:	**November 03, 2026 at 11:00 AM**
Last Date/Time for Submission:	**November 12, 2026 at 11:00 AM**
Technical Proposal Opening Date/Time:	**November 12, 2026 at 11:30 AM**

Proposal Submission: All Proposals (Technical and Financial), duly signed and stamped, shall be submitted online via E-PADS (https://kp.eprocure.gov.pk). Proposals submitted in hard copy shall not be considered; only clearly scanned copies uploaded on E-PADS shall be accepted.

KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD (KPITB)
GOVERNMENT OF KHYBER PAKHTUNKHWA
Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar
Tel: 091-5891516 | E-mail: mohmand.imran@kpitb.gov.pk | Web: www.kpitb.gov.pk

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Section 1. Letter of Invitation

Invitation / File No: KPITB/2026/RFP/003

To: All interested eligible Consulting Firms

Dear Sir / Madam,

1. The Khyber Pakhtunkhwa Information Technology Board – KPITB (hereinafter called the "Procuring Entity") now invites proposals to provide the following consulting services: **"Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)"**. More details on the services are provided in the Terms of Reference (Section 5).

2. This Request for Proposal (RFP) is addressed to all the consultants meeting the eligibility criteria provided in this document. It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected under the **Quality and Cost Based Selection (QCBS)** method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 (KPPR 2014).

4. The RFP includes the following documents:

   Section 1 – Letter of Invitation
   Section 2 – Instructions to Consultants (including Data Sheet and Eligibility & Evaluation Criteria)
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Standard Forms of Contract

5. Proposals must be submitted online through E-PADS (https://kp.eprocure.gov.pk) no later than **November 12, 2026, at 11:00 AM**. Technical Proposals will be opened on **November 12, 2026 at 11:30 AM** at the KPITB office, Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar, in the presence of the representatives of the consultants who choose to attend.

6. A pre-proposal meeting will be held on **November 03, 2026, at 11:00 AM** at the KPITB office, Peshawar. Attendance is optional but encouraged.

7. Please inform us in writing at the address given below, upon receipt: (a) that you received the Letter of Invitation; and (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Deputy Director (Procurement)
Khyber Pakhtunkhwa Information Technology Board (KPITB)
Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar
Telephone: 091-5891516
E-mail: mohmand.imran@kpitb.gov.pk
Website: www.kpitb.gov.pk

Section 2. Instructions to Consultants

[Note: In accordance with the KPPRA Standard Request for Proposals, this Section 2 – Instructions to Consultants is not modified. Assignment-specific provisions are introduced through the Data Sheet.]

1. Definitions

(a) "Procuring Entity (PE)" means the Khyber Pakhtunkhwa Information Technology Board (KPITB), as defined in Section 2(q) of the KPPRA Act.

(b) "Consultant" means a person, a firm, a company or an organization undertaking supply of services.

(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 Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Entity to the Consultant.

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request for Proposal prepared by the Procuring Entity for the selection of Consultants.

(k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.

(l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however, optional. Consultants may liaise with the 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 The Procuring Entity may provide facilities and inputs as specified in the Data Sheet.

3. Conflict of Interest

3.1 Consultants are required to provide professional, objective, and impartial advice and hold the Procuring Entity's 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.

3.2 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, or 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, or any of its affiliates, shall be disqualified from subsequently providing goods, 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) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.3 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 the 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 the Khyber Pakhtunkhwa Public Procurement Rules 2014 which define "corrupt and fraudulent practices" as including 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 attempts to 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 the KPPRA Act 2012, the Consultant undertakes to sign an Integrity Pact in accordance with the prescribed format attached hereto (Appendix A to Section 6) for all procurements estimated to exceed Rs. 10 million.

6. Eligible Consultants

6.1 If a short-listing process has been undertaken through REOI, as outlined under Rules 25 and 26 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 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 a request for expression of interest are eligible. Where no REOI has been issued, eligibility shall be as specified in the Data Sheet.

7. Eligibility of Sub-Consultants

A short-listed Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process.

8. Only One Proposal

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

9. Proposal Validity

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

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request a clarification of contents of the bidding document in writing, and the 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 proposals. The Procuring Entity shall communicate such response to all parties who have obtained the RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected 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 estimated number of professional staff-months or the budget required for executing the assignment should be shown in the Data Sheet, but not both. However, the proposal shall be based on the professional staff-months or budget estimated by the consultant.

12. Language

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

(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 of a similar nature (Form TECH-2). 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 (Form TECH-3).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form TECH-5).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Form TECH-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last ten (10) 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 (Forms TECH-7 and TECH-8).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and the knowledge-transfer / training programme, where the Data Sheet specifies training as a component of the assignment (Form TECH-4).

(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, the Consultant may provide their own list of costs. 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 the rate prevailing on the date of contract agreement unless exempted by the relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 The 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 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 Technical Proposal and the Financial Proposal shall be submitted separately as specified in the Data Sheet, clearly marked "Technical Proposal" and "Financial Proposal" respectively, followed by the name of the assignment, with the Financial Proposal carrying a warning "Do Not Open With The Technical Proposal". If the Financial Proposal is not submitted separately as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be submitted as 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 / shall not be considered.

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

18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet (Attachment-1). Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

18.2 After the technical evaluation is completed, the PE shall notify in writing the Consultants that have secured the minimum qualifying marks of the date, time and location, allowing 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 the 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 names of the Consultants and their technical scores shall be read aloud. The Financial Proposals 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 then be opened, and the total prices read aloud and recorded. A 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 words and figures, the former 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 the 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 × T% + Sf × P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

20.1 Negotiations will be held at the date and address 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 to satisfy 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 Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Consultant, will become part of the Contract Agreement.

22. Financial Negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract, and will reflect the agreed technical modifications in the cost of the services.

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 the letter of acceptance or award has been issued. The Procuring Entity shall publish on the website of the Authority and on its own website the result of the bidding process, identifying the bid through the procurement identifying number, and the following information: evaluation report, form of contract and letter of award.

24.2 However, the Procuring Entity shall announce the final results of bid evaluation, giving justifications for acceptance or rejection of bids, at least ten days prior to the award of contract and place the same on its own and the Authority's website.

24.3 After publication of the award of contract, the Consultant is required to submit a Performance Security at the rate indicated in the Data Sheet.

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

25. Confidentiality

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

Data Sheet

ITC Ref.	Particulars
2.1	**Name of the Procuring Entity, Assignment and PE's Official** **Name of the PE:** Khyber Pakhtunkhwa Information Technology Board (KPITB) **Name of the Assignment: Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)** **Method of selection: Quality and Cost Based Selection (QCBS)** – Single Stage, Two Envelope procedure. **Edition of the Guidelines:** KPPRA Act 2012, Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 (as amended) and KPPRA Standard Request for Proposals for Consultancy Services (notified vide S.R.O (33)/Vol:1-44/2025-26 dated August 25, 2025). **Name of the PE's official:** Mr. Imran, Deputy Director (Procurement) **Address:** Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar **Telephone:** 091-5891516 E-mail: mohmand.imran@kpitb.gov.pk **Website:** www.kpitb.gov.pk
2.2	**Financial Proposal** Financial Proposal to be submitted together with the Technical Proposal: **Yes** (separately, as specified under 16.3).
2.3	**Pre-Proposal Meeting** A pre-proposal meeting shall be held on **November 03, 2026 at 11:00 AM** at the KPITB office, Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar. Attendance is optional.
2.5	**Inputs and Facilities provided by the PE** KPITB will designate a focal person for the assignment and will provide access to relevant documents, data, policies, organograms, HR and financial records (subject to confidentiality), and will facilitate meetings, interviews and consultations with KPITB management, Board members, staff and stakeholders. Office space, transport, equipment and logistics for the Consultant's team shall be arranged by the Consultant at its own cost.
5	**Integrity Pact** The Consultant shall sign the Integrity Pact (Appendix A of Section 6) as the procurement is estimated to exceed Rs. 10 million. The signed Integrity Pact shall be submitted with the Technical Proposal.
6.1 / 6.2	**Eligibility of Consultants** This RFP is open to all firms that meet the Mandatory Eligibility Criteria given in Attachment-1 to this Data Sheet. Only Proposals that fully meet the Mandatory Eligibility Criteria shall be considered for technical evaluation.
7	**Sub-Consultants / Association** A sub-consultant or individual expert may associate with only one consultant; association with more than one consultant is not allowed.
9.1	**Proposal Validity** Proposals shall remain valid for **ninety (90) days** from the date of submission deadline. The Procuring Entity may request an extension of proposal validity if required.

ITC Ref.	Particulars
10.1	**Clarifications** Clarifications may be requested in writing (including by e-mail) not later than eight (08) calendar days before the proposal's submission date. **Address for requesting clarifications:** Deputy Director (Procurement), Khyber Pakhtunkhwa Information Technology Board (KPITB), Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar. **E-mail:** mohmand.imran@kpitb.gov.pk
10.2	**Amendments** Any addendum/corrigendum shall be uploaded on E-PADS and published on the websites of KPITB (www.kpitb.gov.pk) and KPPRA (www.kppra.gov.pk) and shall be binding on all Consultants.
11.2	**Estimated Staff-Months / Budget** Neither the staff-months nor the budget is disclosed. The assignment is **lump-sum and deliverable-based**; Consultants shall estimate the professional staff-months required and cost their proposal on the basis of the deliverables listed in the TOR.
12	**Language** English. It is desirable that the firm's Personnel have a working knowledge of Urdu and Pashto.
13.1 (i)	**Joint Venture** Not allowed.
13.1 (ii)	**Professional Staff-Months** To be estimated by the Consultant and shown in Forms TECH-7 and FIN-4.
13.1 (iii)	**Proposed Staff** Key Experts may or may not be permanent employees of the Consultant; however, a signed Letter of Intent / commitment of availability (Form TECH-11) is mandatory for each Key Expert.
13.1 (iv)	**Experience of Professional Staff** As specified in Criterion III of the Evaluation Criteria (Attachment-1) and Clause 5 of the Terms of Reference.
13.1 (v)	**CVs** Only one CV shall be submitted for each Key Expert position, on Form TECH-6, signed by the nominated expert and countersigned by the Consultant's authorized representative, along with copies of degrees and certifications.
13.2	**Format of Technical Proposal** Full Technical Proposal (FTP) using Forms TECH-1 to TECH-11 of Section 3. The Technical Proposal shall be page-numbered and indexed, with supporting documents arranged in the order of the Eligibility and Evaluation Criteria.
13.2 (vi)	**Training Component** **Yes.** Knowledge transfer, a briefing session for KPITB staff and a Knowledge Transfer Package are part of the assignment (see TORs). The Technical Proposal shall describe the knowledge transfer and training program, qualifications of proposed trainers/facilitators and the training/briefing approach and methodology.

ITC Ref.	Particulars
14.1	**Financial Proposal** The Financial Proposal shall be a **lump-sum, all-inclusive price in Pak Rupees (PKR)**, prepared on Forms FIN-1 to FIN-5, broken down by deliverable as per Form FIN-3. All costs including remuneration, travel, accommodation, per diem, printing, workshops, validation and briefing sessions, communications, office and logistics, and all applicable taxes and duties shall be included in the quoted price. No separate reimbursement shall be made.
15.1	**Taxes** Amounts payable by the PE to the Consultant under the contract shall be subject to all applicable federal and provincial taxes (including KPRA sales tax on services), stamp duty and other levies, which shall be deemed included in the quoted price. Income tax and other taxes shall be withheld at source as per prevailing law.
16	**Submission of Proposals** Proposals shall be submitted **online through E-PADS (https://kp.eprocure.gov.pk)** as clearly scanned, signed and stamped copies. The Technical Proposal and the Financial Proposal shall be uploaded in the separate envelopes provided on E-PADS. Proposals submitted in hard copy, by e-mail or by fax shall not be considered. **Bid Security:** Each Proposal shall be accompanied by a Bid Security equal to **two percent (2%) of the total quoted price** in the form of a Call Deposit Receipt (CDR) from a scheduled bank of Pakistan in favour of "Khyber Pakhtunkhwa Information Technology Board (KPITB)", valid for at least the proposal validity period. The scanned copy shall be uploaded with the **Financial Proposal** only, and the original instrument shall be delivered in a sealed envelope marked "Bid Security – Third-Party Institutional Assessment and Reform Roadmap of KPITB – Do Not Open with the Technical Proposal" to the office of the Deputy Director (Procurement), KPITB, before the submission deadline. The Bid Security shall be opened with the Financial Proposal. A Proposal without a valid Bid Security shall be rejected. Bid securities of unsuccessful consultants shall be returned after award of contract.
16.4	**Submission Deadline and Opening** Proposals must be submitted no later than **November 12, 2026, at 11:00 AM**. Technical Proposals shall be opened on **November 12, 2026, at 11:30 AM** at the KPITB office, Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar, in the presence of the Consultants' representatives who choose to attend. Financial Proposals shall remain unopened and shall be opened as per ITC 18.2 and 19.1.
18.1	**Evaluation Criteria and Minimum Technical Score** The Mandatory Eligibility Criteria and the criteria, sub-criteria and point system for the evaluation of Technical Proposals are given in **Attachment-1** to this Data Sheet. The minimum technical score (St) required to pass is **70 (seventy) points out of 100**.
19	**Evaluation of Financial Proposals** The lowest evaluated Financial Proposal (Fm) shall be given a financial score (Sf) of 100. The financial score of other proposals shall be computed as: **Sf = 100 × Fm / F**, where F is the evaluated price of the proposal under consideration. Weights: Technical (T) = **0.70 (70%)**; Financial (P) = **0.30 (30%)**. Combined score: **S = St × 0.70 + Sf × 0.30**. The Consultant achieving the highest combined score shall be invited for negotiations. Remuneration type: **Lump Sum**. Single currency for price conversion: **Pak Rupees (PKR)**.

ITC Ref.	Particulars
20.1	**Negotiations** Negotiations, if required, shall be held at the KPITB office, Peshawar. The date and time shall be communicated to the highest-ranked Consultant in writing.
24.3	**Performance Security** The successful Consultant shall submit a Performance Security equal to **ten percent (10%) of the contract value** in the form of a CDR / Bank Guarantee from a scheduled bank of Pakistan, valid until Ninety (90) days after KPITB's acceptance, before signing of the contract.
24.4	**Commencement of Services** The Consultant shall commence the services within **seven (07) days** of signing the contract, at Peshawar, Khyber Pakhtunkhwa. The assignment shall be completed within six **(06) months** from the date of commencement.

Data Sheet – Attachment-1: Eligibility and Evaluation Criteria

Part A – Mandatory Eligibility Criteria

The Consultant must meet **all** of the following criteria. A Proposal failing any criterion shall be declared non-responsive and shall not be considered for technical evaluation.

S#	Eligibility Criterion	Documentary Evidence Required	Compliance (Y/N)
1	The bidder must be a registered legal entity with SECP or the Registrar of Firms in Pakistan.	Valid registration certificate (SECP or firm registration certificate).	
2	The firm/company must be registered with FBR and KPRA and must be on the active taxpayer list (FBR ATL and KPRA ATL).	Copy of current entries in the Active Taxpayer List.	
3	The firm/company must have at least fifteen (15) years of continuous operations.	Registration/incorporation certificate.	
4	The bidder must have completed at least five (05) assignments, each of value more than PKR 10 million, involving institutional reform and transformation for government entities, statutory bodies, regulators, autonomous organizations or public-sector institutions, within the last ten (10) years.	Contracts and completion certificates for each assignment mentioning the scope and value of the project.	
5	The bidder must not have been blacklisted by any government, semi-government, or donor organization.	Undertaking of non-blacklisting on judicial stamp paper (Form TECH-10).	
6	HR Capacity — the firm must field the key experts listed in Clause 5 of the Terms of Reference (Section 5), with at least one CV submitted against each expert position.	CVs (one per position) signed by the nominated expert (Form TECH-6).	
7	Financial Soundness — The bidder must have an average annual turnover of at least PKR 500 million over the last three (03) years.	Audited financial statements/audit reports for the last three years.	
8	The bidder must have at least one operational office in Pakistan.	Office address and contact details on letterhead / utility bill / lease agreement.	

Note: Bidders shall complete the Eligibility Compliance Checklist (Form TECH-9) and give page references of the supporting documents in the Technical Proposal.

Part B – Technical Evaluation: Overall Scoring Criteria

Criterion	Max. Points
I. Specific Experience of the Firm	**30**
II. Methodology, Approach & Work Plan	**20**
(a) Technical approach & methodology	05
(b) Work plan	05
(c) Organization & staffing	05
(d) Local and Provincial Institutional Understanding	05
III. Qualification & Competence of Key Experts	**35**
Team Leader / Governance & Institutional Reform Specialist	10
HR & Organizational Development Expert	05
IT/ICT/Digital Transformation Expert	05
Financial Management Expert	05
BPR Expert	05
Legal/Regulatory Expert	05
IV. Financial Strength	**15**
Average Annual Turnover of the last three years	10
Liquidity (Average Bank Balance)	05
GRAND TOTAL	**100**

Minimum qualifying technical score: 70 points.

Criterion I — Specific Experience of the Firm Relevant to the Assignment (30 points)

Sub-metric	KPI / Threshold	Points
A. Volume of relevant assignments	Number of institutional/governance-assessment, organizational-restructuring, HR/compensation-review, or digital-transformation advisory assignments completed in the last 10 years. **Marks per relevant project (by project value):** > PKR 25 Million = 10 Marks > PKR 20 – 25 Million = 8 Marks > PKR 15 – 20 Million = 5 Marks > PKR 10 – 15 Million = 3 Marks *Marks for individual projects shall be added up to a maximum of 20 marks.*	20
B. Public-sector relevance	Number of the relevant assignments completed specifically for public-sector institutions. **Marks per relevant project (by project value):** > PKR 15 Million = 10 Marks > PKR 10 – 15 Million = 5 Marks *Marks for individual projects shall be added up to a maximum of 10 marks.*	10

** Shall submit contract/LOA and completion certificate mentioning value and scope of project.*

** Each project shall be counted only once, either under A or B, in the manner that gives the bidder the highest total score within the caps of 20 and 10.*

Criterion II — Adequacy of the Proposed Methodology, Approach and Work Plan (20 points)

Ref.	Sub-criterion	Points
(a)	Technical approach and methodology	05
(b)	Work plan	05
(c)	Organization and staffing	05
(d)	Local and Provincial Institutional Understanding	05
	Total	**20**

Note: Scoring shall be based on the following parameters: Excellent = 100%, Very Good = 80%, Good = 60%, Average = 50%, Below Average = 0%.

The methodology shall be realistic and evidence based that can be applicable in the implementation phase. AI based generic content not specific to KPITB, KP Province and Pakistan context is highly discouraged and will be scored lower.

Consultants may be asked to give a presentation on their approach and methodology to the Evaluation Committee of KPITB; the date and time will be intimated during the evaluation process.

Criterion III — Qualification and Competence of Key Experts (35 points)

Key Expert Position	Points	Key Focus Area (per TOR)
Team Leader / Governance & Institutional Reform Specialist	10	Institutional assessment and reform design; overall assignment leadership and quality of the Final Institutional Reform Roadmap.
HR & Organizational Development Expert	05	HR strategy, organizational structure and capacity assessment, including the remuneration and incentive-structure benchmarking exercise.
IT/ICT/Digital Transformation Expert	05	ICT infrastructure, enterprise architecture, digital governance, the software development delivery model, and alignment with the Digital Transformation Strategy 2030.
Financial Management Expert	05	Financial systems, budgeting, cost allocation, and resource-optimization / sustainability options.
BPR Expert	05	End-to-end mapping of KPITB's core and auxiliary processes (as-is / to-be); diagnosis of bottlenecks and duplication; re-engineered, risk-based workflows with RACI matrices, SLAs/TATs and embedded internal control points; revision of SOPs; process aspects of PMO and service delivery; and identification of quick wins and medium/long-term process reforms.
Legal/Regulatory Expert	05	Compliance of proposed reforms with the KPITB Act, 2011 (as amended 2018), KPPRA Rules, 2014, and other applicable laws and regulations.

Team Leader / Governance & Institutional Reform Specialist (10 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Highest relevant academic qualification:	
	Master's degree (18 years) in Public Policy, Public Administration, Governance, Law, Development studies, Management studies or IT/ ICT degree.	3
	Bachelor's degree (16 years) in Public Policy, Public Administration, Governance, Law, Development studies, Management studies or IT/ ICT degree.	2
Adequacy — years of experience	Years of specific governance / institutional-reform experience in Pakistan:	
	≥ 15 years	7
	12 – <15 years	5
	10 – <12 years	4
	8 – <10 years	2
	Fewer than 8 years	0

HR & Organizational Development Expert (05 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Academic qualifications and certification:	
	Bachelors/Master's in HR (16 years), Organizational Development, Business Administration in HR, with a recognized HR certification (e.g., SHRM-SCP, CIPD)	2
	Bachelors/Master's in HR (16 years), Organizational Development, Business Administration in HR, without a recognized HR certification	1
Adequacy — years of experience	Years of specific HR/organizational-development experience:	
	≥ 15 years	3
	10 – <15 years	2
	6 – <10 years	1
	Fewer than 6 years	0

IT/ICT/Digital Transformation Expert (05 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Academic qualifications and certification:	
	Master's (18 years) in Computer Science, IT, Software/Systems Engineering, or related	2
	Bachelor's (16 years) in Computer Science, IT, Software/Systems Engineering, or related	1
Adequacy — years of experience	Years of specific ICT/digital-transformation/enterprise-architecture experience:	
	≥ 15 years	3
	10 – <15 years	2
	6 – <10 years	1
	Fewer than 6 years	0

Financial Management Expert (05 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Academic/professional qualification:	
	Master's (18 years) in Finance/Accounting/Business Administration/commerce/CA/ACCA/ICMA or equivalent	2
	Bachelor's (16 years) in Finance/Accounting/Business administration/Commerce	1
Adequacy — years of experience	Years of specific financial-management experience:	
	≥ 15 years	3
	10 – <15 years	2
	6 – <10 years	1
	Fewer than 6 years	0

BPR Expert (05 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Academic/professional qualification:	
	Master's (16 years) in Business Administration / Management Sciences, Industrial / Systems Engineering, Public Administration, IT / Information Systems, or related with Recognized process certification (e.g., Lean Six Sigma Green/Black Belt, CBPP / BPM certification.	2
	Master's (16 years) in Business Administration / Management Sciences, Industrial / Systems Engineering, Public Administration, IT / Information Systems, or related without certification.	1
Adequacy — years of experience	Years of specific experience in business process re-engineering / process improvement, process mapping, SOP development or organizational efficiency reviews:	
	≥ 15 years	3

Sub-criterion	KPI / Threshold	Points
	10 – <15 years	2
	6 – <10 years	1
	Fewer than 6 years	0

Legal/Regulatory Expert (05 points)

Sub-criterion	KPI / Threshold	Points
General qualifications	Academic/professional qualification:	
	LLM / Bar at Law	2
	LLB or relevant	1
Adequacy — years of experience	Years of specific legal/regulatory (administrative or public/statutory law) experience:	
	≥ 15 years	3
	10 – <15 years	2
	6 – <10 years	1
	Fewer than 6 years	0

- Detailed CVs, latest degree & certifications (carrying score) and Letter of Intent signed by the proposed personnel shall be submitted as documentary evidence.
- The CV shall include qualifications and experience along with job descriptions and projects carried out.
- All CVs shall be on the standard template of the RFP (Form TECH-6).

Criterion IV — Financial Strength (15 points)

Sub-criterion	KPI / Threshold	Points
Average Annual Turnover of the last three years	Audited Financial Statements	
	> PKR 600 Million	10
	> PKR 550 – 600 Million	07
	PKR 500 – 550 Million	05
	Less than PKR 500 Million	0
Liquidity (Average Bank Balance)	Last six months bank statement	
	> PKR 70 Million	5
	PKR 50 – 70 Million	3
	Less than PKR 50 Million	0

** Financial statements/Auditor Certificates of the last three years and bank account statement of the last six months / month-wise closing balance certificate (April to September 2026) issued by the bank.*

Part C – Financial Evaluation and Combined Score

1. Financial Proposals of only those Consultants who secure the minimum qualifying technical score of 70 shall be opened. Financial Proposals of the others shall be returned unopened.

2. The lowest evaluated Financial Proposal (Fm) shall be awarded 100 marks. Other proposals shall be scored as Sf = 100 × Fm / F, where F is the evaluated price of the proposal under consideration. For example, if the lowest price is A and the second-lowest is B, the second-lowest bidder's financial score = (A / B) × 100.

3. Combined score S = (St × 70%) + (Sf × 30%). The Consultant achieving the highest combined score shall be declared the Most Advantageous / Best Evaluated Bidder and invited for negotiations.

Section 3. Technical Proposal – Standard Forms

[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

The Technical Proposal shall be a Full Technical Proposal (FTP) and shall comprise the following forms, together with all supporting documents required under the Eligibility and Evaluation Criteria (Attachment-1 to the Data Sheet):

Form	Title
TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience
TECH-3	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE
TECH-4	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule
TECH-9	Eligibility Compliance Checklist
TECH-10	Undertaking of Non-Blacklisting (on judicial stamp paper)
TECH-11	Letter of Intent and Availability of Key Expert

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To: **Deputy Director (Procurement)**
Khyber Pakhtunkhwa Information Technology Board (KPITB)
Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar
Telephone: 091-5891516 E-mail: mohmand.imran@kpitb.gov.pk

Dear Sir / Madam,

We, the undersigned, offer to provide the consulting services for **"Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)"** in accordance with your Request for Proposal No. KPITB/2026/RFP/003 dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal uploaded separately on E-PADS, together with the Bid Security as required.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal / Stamp:

Form TECH-2. Consultant's Organization and Experience

A – Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment, including year of establishment, registration, ownership, number of permanent professional staff, offices in Pakistan, and areas of expertise relevant to institutional assessment, governance reform, organizational restructuring, HR/compensation review and digital transformation advisory.]

B – 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. Use a separate sheet for each assignment and attach the contract/LOA and completion certificate mentioning value and scope of the project. Clearly mark which two (02) assignments are submitted against Mandatory Eligibility Criterion 4.]

Assignment name:	Approx. value of the contract (in PKR):
Country:	Duration of assignment (months):
Location within country:	Total No. of staff-months of the assignment:
Name of Client / PE:	Approx. value of the services provided by your firm under the contract (in PKR):
Address of Client:	No. of professional staff-months provided by associated Consultants:
Start date (month/year): Completion date (month/year):	Public-sector client (Yes / No):
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	
Documentary evidence attached (contract / LOA / completion certificate) – page reference:	

Firm's Name: _____

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE

A – On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B – On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PE according to Reference 2.5 of the Data Sheet including: administrative support, data, access to records, meetings, etc.]

Form TECH-4. 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 Technical Proposal (not exceeding 50 pages, inclusive of charts and diagrams) divided into the following chapters, which correspond to the sub-criteria of Criterion II of the Evaluation Criteria:]

a) **Technical Approach and Methodology.** Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them, covering each component of the Scope of Work in the TOR. Explain the methodologies you propose to adopt (e.g., document review, stakeholder interviews, process mapping, benchmarking, maturity assessment, remuneration benchmarking) and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the deliverables. The work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate it into a feasible working plan within the assignment duration. Include a list of the final documents to be delivered. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** Propose the structure and composition of your team. List the main disciplines of the assignment, the Key Expert responsible, and proposed technical and support staff, with their roles, reporting lines and quality-assurance arrangements.

d) **Local and Provincial Institutional Understanding.** Demonstrate understanding of KPITB's mandate under the KPITB Act 2011 (amended 2018), the Government of Khyber Pakhtunkhwa's governance, financial, HR and procurement framework (including KPPRA), the KP Digital Transformation Strategy 2030 and the provincial ICT ecosystem.

Form TECH-5. Team Composition and Task Assignments

Key Professional Staff

S#	Position	Name of Staff	Firm	Area of Expertise	Task(s) Assigned
1	Team Leader / Governance & Institutional Reform Specialist				
2	HR & Organizational Development Expert				
3	IT/ICT/Digital Transformation Expert				
4	Financial Management Expert				
5	BPR Expert				
6	Legal/Regulatory Expert				

Non-Key / Support Staff

S#	Position	Name of Staff	Firm	Area of Expertise	Task(s) Assigned
1					
2					
3					
4					

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

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:* _____ *CNIC / Passport No.:* _____

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

Degree	Major / Discipline	Institution	Year

6. Membership of Professional Associations: _____

7. Other Training / Certifications [Indicate trainings and certifications obtained; attach copies]: _____

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 dates of employment, name of employing organization, positions held and job description]:

From (MM/YYYY)	To (MM/YYYY)	Employer	Position Held	Job Description

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[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: Client / 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I confirm my availability for this assignment for the period indicated in the Staffing Schedule.

Signature of Staff Member: _____ *Date (Day/Month/Year):* _____

Signature of Authorized Representative of the Firm: _____

Full name of Authorized Representative: _____

Form TECH-7. Staffing Schedule

Staff input in the form of a bar chart (months counted from the start of the assignment). For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category. Indicate home and field input separately.

#	Name / Position	M1	M2	M3	M4	M5	M6	Home	Field	Total
1	Team Leader / Governance & Institutional Reform Specialist									
2	HR & Organizational Development Expert									
3	IT/ICT/Digital Transformation Expert									
4	Financial Management Expert									
5	BPR Expert									
6	Legal/Regulatory Expert									
7	[Support staff – by category]									
							Total			

Full-time input: ——— Part-time input: □□□ Field work means work carried out at a place other than the Consultant's home office.

Form TECH-8. Work Schedule

Indicate all main activities of the assignment, including delivery of deliverables and other benchmarks such as PE approvals. Duration of activities shall be indicated in the form of a bar chart.

#	Activity / Deliverable	M1	M2	M3	M4	M5	M6
1	Mobilization, kick-off meeting and document collection						
2	Inception Report						
3	Document review, stakeholder interviews and data collection						
4	Diagnostic Assessment Report						
5	Comparative Benchmarking Note						
6	Reform Recommendations and Process Maps						
7	Software Development Delivery Framework						
8	Validation Workshop with KPITB leadership / Board						
9	Knowledge Transfer Package and briefing session						
10	Final Institutional Reform Roadmap						
11	[Other activities as proposed]						

Form TECH-9. Eligibility Compliance Checklist

[To be completed by the Consultant and placed at the beginning of the Technical Proposal]

S#	Requirement	Compliance (Y/N)	Document Attached	Page No.
1	Registration with SECP / Registrar of Firms			
2	FBR and KPRA registration and presence on Active Taxpayer Lists			
3	At least fifteen (15) years of existence (incorporation/registration certificate)			
4	Five (05) completed similar assignments, each > PKR 10 million (contracts and completion certificates)			
5	Undertaking of non-blacklisting on judicial stamp paper (Form TECH-10)			
6	CVs of all Key Experts (Form TECH-6) with Letters of Intent (Form TECH-11)			
7	Average annual turnover ≥ PKR 500 million over the last three years (audited financial statements)			
8	Operational office in Pakistan (letterhead / utility bill / lease agreement)			
9	Bank statement / balance certificate for the last six months			
10	Signed Integrity Pact (Appendix A, Section 6)			
11	Power of Attorney of the authorized signatory			
12	Bid Security (scanned copy with Financial Proposal; original delivered as per Data Sheet)			

Form TECH-10. Undertaking of Non-Blacklisting

(To be furnished on judicial stamp paper of appropriate value, duly attested by Oath Commissioner / Notary Public)

I/We, the undersigned, being the duly authorized representative of M/s _____ *(the "Consultant"), having its registered office at _____, do hereby solemnly declare and undertake that, in connection with RFP No. KPITB/2026/RFP/__* for **"Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)"**:

(a) Neither the Consultant nor any of its partners, directors has ever been blacklisted, debarred or suspended by any Federal or Provincial Government department, semi-government organization, autonomous body, public sector entity or donor organization, and no such proceedings are pending against it.

(b) All information and documents provided in our Proposal are true and correct, and we understand that any misleading or false information found at any stage, during evaluation or after award of contract, may lead to rejection of our Proposal or termination of the contract, forfeiture of securities and initiation of blacklisting proceedings under KPPRA Rules 2014.

Deponent: _____

Name and Designation: _____

CNIC No.: _____

Name of Firm and Seal: _____

Date: _____

Form TECH-11. Letter of Intent and Availability of Key Expert

[Location, Date]

To:

Deputy Director (Procurement),
Khyber Pakhtunkhwa Information Technology Board (KPITB),
Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar

Subject: Letter of Intent – RFP No. KPITB/2026/RFP/003, "Third-Party Institutional Assessment and Reform Roadmap of KPITB"

I, _____ *(name), holder of CNIC / Passport No. _____, hereby confirm that I have agreed to be nominated by M/s _____ for the position of _____* in the above assignment. I confirm that the information in my CV (Form TECH-6) is correct, that I have not consented to be nominated by any other Consultant for this assignment, and that I shall be available to perform the services for the duration and input indicated in the Proposal, should the contract be awarded to the said Consultant.

Signature of Key Expert: _____

Name: _____

Contact No. / E-mail: _____

Section 4. Financial Proposal – Standard Forms

[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under ITC 14 and the Data Sheet. The Financial Proposal shall be a lump-sum price in Pak Rupees, inclusive of all costs and all applicable taxes, and shall be uploaded on E-PADS separately from the Technical Proposal. The Financial Proposal comprises:

Form	Title
FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Costs by Deliverable
FIN-4	Breakdown of Remuneration (staff-month rates)
FIN-5	Breakdown of Reimbursable Expenses

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To:
Deputy Director (Procurement)
Khyber Pakhtunkhwa Information Technology Board (KPITB)
Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar
Telephone: 091-5891516 E-mail: mohmand.imran@kpitb.gov.pk

Dear Sir / Madam,

We, the undersigned, offer to provide the consulting services for **"Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)"** in accordance with your Request for Proposal No. KPITB/2026/RFP/____ dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump-sum amount of **PKR [Insert amount in figures] (Pak Rupees [Insert amount in words] only)**, inclusive of all costs and all applicable taxes and duties. This amount coincides with the Total Cost indicated in Form FIN-2.

We have enclosed a Bid Security of PKR _____ *(being 2% of the quoted price) in the form of* _____ *No.* _____ *dated* _____ *issued by* _____ Bank.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., January 24, 2027.

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 *[If applicable, replace with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."]*:

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: _____

Seal / Stamp:

Form FIN-2. Summary of Costs

Item	Cost (PKR)
Total Costs of Financial Proposal excluding taxes (from Form FIN-3)	
Applicable taxes (KPRA sales tax on services / others – specify)	
Total Costs of Financial Proposal including all taxes	
Amount in words:	

Note: The total must coincide with the amount indicated in Form FIN-1 and with the total of Form FIN-3.

Form FIN-3. Breakdown of Costs by Deliverable

The lump-sum price shall be broken down by the deliverables listed in the Terms of Reference. Payment shall be made according to the Payment Schedule in Clause 7 of the TOR, irrespective of the breakdown given below; the breakdown is used for evaluation of reasonableness and for determining payments for any additional services.

S#	Description of Deliverable / Services	Unit	Qty	Quoted Price (PKR)	Total (PKR)
1	Inception Report	Lump sum	1		
2	Diagnostic Assessment Report	Lump sum	1		
3	Comparative Benchmarking Note	Lump sum	1		
4	Reform Recommendations and Process Maps (as-is / to-be)	Lump sum	1		
5	Software Development Delivery Framework	Lump sum	1		
6	Validation Workshop (conducted, with workshop report)	Lump sum	1		
7	Knowledge Transfer Package (including briefing session for KPITB staff)	Lump sum	1		
8	Final Institutional Reform Roadmap (full report and executive summary)	Lump sum	1		
Sub-total excluding taxes					
Taxes (KPRA sales tax on services / others)					
Total including all taxes					

Form FIN-4. Breakdown of Remuneration

(Remuneration is Lump Sum. Information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PE. Positions shall coincide with those in Form TECH-5.)

S#	Name	Position	Staff-month Rate (PKR)	Input (Staff-months)	Remuneration (PKR)
1		Team Leader / Governance & Institutional Reform Specialist			
2		HR & Organizational Development Expert			
3		IT/ICT/Digital Transformation Expert			
4		Financial Management Expert			
5		BPR Expert			
6		Legal/Regulatory Expert			
7		[Support staff – by category]			
				Total Remuneration	

Form FIN-5. Breakdown of Reimbursable Expenses

(Remuneration is Lump Sum; all reimbursable expenses are included in the lump-sum price. Information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PE.)

S#	Description	Unit	Unit Cost (PKR)	Quantity	Cost (PKR)
1	Per diem / accommodation allowances	Day			
2	Local travel and transportation	Trip			
3	Communication costs	Lump sum			
4	Drafting, printing and reproduction of reports	Lump sum			
5	Validation workshop (venue, logistics, materials)	Event			
6	Briefing / knowledge-transfer session for KPITB staff	Event			
7	Office, equipment and software	Month			
8	Other (specify)				
				Total Reimbursable Expenses	

Section 5. Terms of Reference

TERMS OF REFERENCE (TORs) AND SCOPE OF SERVICES FOR THIRD-PARTY INSTITUTIONAL ASSESSMENT AND REFORM ROADMAP OF KPITB

1. Introduction / Background

The Khyber Pakhtunkhwa Information Technology Board (KPITB), constituted under the KPITB Act, 2011 and subsequently reinforced through the 2018 amendment, serves as the statutory body entrusted with the promotion, regulation, and advancement of information technology in the Province of Khyber Pakhtunkhwa. KPITB functions as the Government's principal instrument for digital transformation and is mandated to formulate and implement policies, strategies, and regulations that strengthen digital governance, improve public service delivery, and expand the digital economy. In discharging its statutory functions, the Board is tasked with the establishment and management of IT Parks, incubation centers, and co-working facilities; the design and implementation of e-governance systems across government departments; the facilitation of investment and private sector growth in the ICT domain; and the development of digital skills among youth, professionals, and public servants to enhance the employability and competitiveness of the provincial workforce.

The scope and complexity of KPITB's mandate have expanded considerably in recent years. In addition to its traditional role of facilitating ICT sector growth, the Board is now responsible for implementing large-scale digital governance reforms, enabling cross-sector digitalization, and aligning institutional operations with the Government of Khyber Pakhtunkhwa's Digital Transformation Strategy 2030. This expansion necessitates a governance framework and organizational capacity that is robust, transparent, and responsive to the evolving technological, policy, and market environment. To remain effective, KPITB must continuously strengthen its institutional arrangements, streamline its internal processes and enhance its capabilities in order to deliver on its statutory obligations with efficiency and integrity.

In view of the above, KPITB intends to engage a qualified third-party consultant to conduct a comprehensive institutional assessment. The purpose of this assignment is to examine the Board's governance structure, organizational processes, and institutional capacity; to identify systemic and structural constraints; and to propose practical reforms that will reinforce KPITB's ability to fulfil its legal mandate, improve operational effectiveness, and sustain long-term digital transformation in the Province of Khyber Pakhtunkhwa.

2. Objectives of the Assignment

The specific objectives of this assignment are to:

- Conduct a comprehensive institutional assessment of KPITB to determine the adequacy and effectiveness of its governance framework, organizational structure, and internal processes.
- Identify systemic, procedural, structural, governance and legal constraints that may impede the Board's ability to fulfil its statutory functions under the KPITB Act, 2011 (as amended in 2018).
- Evaluate the organizational and human resource capacity of KPITB, including leadership, technical expertise, and institutional competencies, in relation to its expanding mandate.
- Review and analyze existing business processes, decision-making mechanisms, and operational workflows to identify inefficiencies and propose improvements.
- Assess the degree of alignment between KPITB's current operations and the strategic objectives of the Government of Khyber Pakhtunkhwa, particularly the Digital Transformation Strategy 2030.
- Develop actionable recommendations and a reform roadmap to strengthen institutional performance, ensure accountability and transparency, and enhance KPITB's role as the province's leading agency for digital transformation and ICT sector development.

3. Scope of Work

3.1 Governance & Legal Framework

- Assess the Board's governing architecture (Board, committees, management), committee charters, quorum practices, decision rights, and Board calendars vis-à-vis the KPITB Act (2011, amended 2018) and good-governance standards.
- Review delegation of authority (DoA), conflict-of-interest safeguards, disclosure norms, and recusal protocols; propose revisions to strengthen accountability and independence.
- Identify statutory or regulatory gaps; recommend targeted amendments (Act/rules/regulations/SOPs) to clarify mandates, remove overlaps, and improve agility.

3.2 Organizational Structure & Operating Model

- Evaluate the current organizational design, spans and layers, role clarity, and inter-unit coordination (policy, programs, parks/incubation, e-gov, skills, finance, procurement, HR, M&E, PMO).
- Propose operating-model options (e.g., policy–delivery split, center of excellence, shared services) with pros/cons, transition steps, and resourcing implications.

3.3 Business Processes, SOPs & Control Environment

- Map end-to-end core processes and auxiliary processes.
- Diagnose bottlenecks and duplication; design lean, risk-based workflows with RACI matrices, SLAs/TATs, and internal control points embedded in SOPs.
- Recommend process-reengineering "quick wins" (6–12 months), medium-term reforms (18–24 months) and long-term reforms (3 years+).

3.4 Project, Portfolio & Benefits Management (PMO)

- Assess portfolio governance, pipeline prioritization, stage-gate discipline, milestone management, change control, and benefits realization.
- Propose PMO maturity upgrades (templates, standards, dashboards), including roles, governance cadence, and toolset requirements.

3.5 Volume of Initiatives, Targets & Expectations

- Review planned, ongoing, and pipeline initiatives against the Board's mandate, KP Digital Policy, and provincial development priorities.
- Assess the volume of scope, targets and intended expectations to evaluate KPITB's overall existing capacity and recommend the additional capacity required.
- The overall study shall be carried out with the objective of ensuring that initiatives are implemented effectively and efficiently, and that the defined targets and expected outcomes are achieved within the stipulated timeline.

3.6 Human Resources & Institutional Capacity

- Review workforce planning, competency frameworks, and performance management (KPIs/OKRs).
- Identify critical skill gaps (e.g., enterprise architecture, cybersecurity policy, data governance, product management, vendor management).
- Assess the adequacy, competitiveness, and equity of the existing remuneration and incentives framework of KPITB, benchmarking it against comparable ICT sector organizations to ensure alignment with market standards and KPITB's statutory mandate. Based on this assessment, the consultant will propose a revised remuneration and incentive structure that:
    - Promotes merit-based recruitment, retention, and career progression of skilled professionals.

- Introduces performance-linked incentives tied to KPIs/OKRs at individual, departmental, and organizational levels.

- Recommend a capacity-building program (targeted trainings, mentoring, hiring plan), and improvements to HR policies (merit-based recruitment, retention, progression).

3.7 Procurement & Contracting Governance (KPPRA-aligned)

- Evaluate procurement planning, method selection, evaluation governance, contract management, and vendor-performance oversight for alignment with KPPRA.
- Recommend enhancements (category strategies, framework agreements, outcome-based contracts, performance SLAs, post-award governance).

3.8 Financial Management & Institutional Sustainability

- Review budgeting, cost allocations, program costing, and financial reporting for decision usefulness.
- Propose sustainability options (e.g., cost-recovery for services, PPPs, facility utilization models for parks/incubation, training revenue channels) with compliance and governance safeguards.

3.9 Digital Maturity, Enterprise Architecture & Interoperability

- Assess digital maturity (process, data, technology, talent) and enterprise architecture (reference architectures, standards, APIs, interoperability).
- Recommend a pragmatic enterprise architecture blueprint and standards catalogue (data models, integration patterns), aligned with "cloud-first" and security-by-design principles.

3.10 Software Development Delivery Model

- The consultant shall review and evaluate KPITB's current approach to software development and related digital initiatives, with particular attention to the balance between in-house development and outsourced engagements. The assessment should:
    - Assess efficiency, quality, timeliness, cost-effectiveness, scalability, and sustainability of each model.
    - Examine the technical expertise available within in-house teams versus external service providers, including strengths, gaps, and dependency risks.
    - Identify risks linked to data security, intellectual property, vendor dependency, and compliance with public procurement and ICT governance frameworks.
    - Benchmark KPITB's practices against leading public sector and ICT sector models at national and international levels.
    - Define a Quality Assurance Framework ensuring minimum quality standards for the development of software.
- Propose an optimal software development delivery model (or hybrid approach) that ensures agility, quality assurance, and long-term sustainability, while maintaining alignment with KPITB's strategic priorities.
- Propose guidelines on when to adopt in-house, outsourced, or hybrid models based on project type, size, criticality, and security considerations.

3.11 Service Delivery & User-Centric Design

- Evaluate service design practices (user research, journey mapping, accessibility/inclusion), service catalogues, and service-level management.
- Propose a service-design playbook and performance standards to improve citizen/industry experience and adoption.

3.12 IT Parks and Digital Economy Facilities

- Undertake a comprehensive assessment of KPITB's infrastructure initiatives and facilities, with a focus on IT Parks, Software Technology Parks, and co-working spaces established by the Board. The review should:
    - Evaluate governance structures, management models, service offerings, tenant mix, and financial sustainability of these facilities.
    - Assess how effectively the facilities are contributing to KPITB's broader mandate of ICT sector development, entrepreneurship support, innovation promotion, and job creation.
    - Compare KPITB's parks and co-working spaces with national and international best practices in technology parks and innovation hubs.
- Propose strategies to optimize operations, improve occupancy and service quality, enhance financial viability, and strengthen the role of these facilities as anchors of the provincial digital economy.
- Develop an International Partnership Strategy with a roadmap for fostering international collaborations and partnerships with global technology hubs, innovation centers, incubators, and development agencies. The consultant should also propose models for:
    - Facilitating international exposure for KPITB's staff, startups, and ecosystem players through exchange programs, study visits, and global conferences.
    - Establishing cross-border partnerships that bring access to emerging technologies, advanced skill development, and innovation practices.

3.13 Stakeholder & Ecosystem Engagement

- Assess engagement and coordination with departments, industry, academia, development partners, and civil society.
- Recommend a structured partnership and convening model (MoUs, advisory councils, working groups) to enhance KPITB's ecosystem leadership.

3.14 Monitoring, Evaluation & Learning (Results-Based Management)

- Review KPIs/OKRs, results chains, and reporting; assess the usefulness of dashboards for governance decisions.
- Design a results framework with tiered KPIs, measurement methods, baselines/targets, and a learning loop for continuous improvement.

3.15 Legal/Policy Coherence & Alignment with Strategy 2030

- Test alignment of projects/initiatives with the provincial Digital Transformation Strategy 2030 and related policies.
- Recommend policy-coherence mechanisms (strategy maps, annual planning cycles, performance contracts).

3.16 Change Management & Communications

- Develop a change-management plan (leadership alignment, internal communications, training, change agents, adoption metrics).
- Provide a communications framework for internal and external stakeholders to support reform uptake.

3.17 Phased Reform Roadmap & Transition Support

- Produce a time-bound, costed roadmap (quick wins, 6–12 month priorities, 18–24 month initiatives), with dependencies, risk mitigation, and resource plans.
- Facilitate validation workshops with leadership/Board; deliver knowledge transfer and implementation toolkits.

4. Key Deliverables

The consultant shall be responsible for producing the following deliverables within the agreed timeline. Each deliverable will be reviewed and approved by KPITB prior to acceptance.

4.1 Inception Report

- Detailed methodology, refined scope (if required), stakeholder consultation plan, and work schedule with milestones.
- Immediate data and resource requirements from KPITB.
- A **Scope–Deliverable Traceability Matrix** confirming how each scope item (Clauses 3.1–3.17) will be addressed, and the 3–4 comparator organizations proposed for benchmarking.

4.2 Diagnostic Assessment Report

- An evidence-based "as-is" assessment, based on document review and stakeholder interviews, with a **separate chapter for each scope area** under Clauses 3.1–3.9 and 3.11–3.15.
- Shall cover, inter alia: governance and legal gaps; organizational design; process inventory and bottlenecks; PMO maturity; initiatives, targets and capacity gaps; HR, skills and remuneration adequacy; procurement; financial management; digital maturity and enterprise architecture; service delivery; IT Parks and co-working facilities; stakeholder engagement; KPIs and dashboards; and alignment with Strategy 2030.
- A consolidated register of systemic inefficiencies, structural gaps and institutional risks.

4.3 Comparative Benchmarking Note

- Lessons and models from 3–4 comparable ICT boards, commissions or statutory agencies at national and international level, covering governance and operating models, remuneration and incentives, software delivery practices, and technology parks/innovation hubs (Clauses 3.1, 3.2, 3.6, 3.10, 3.12).
- Feasible options for KPITB with pros/cons and contextual adaptation.

4.4 Reform Recommendations and Process Maps

- Evidence-based, action-oriented reform proposals for each scope area, including:
    - proposed amendments to the Act/rules/regulations/SOPs, and revised delegation of authority and committee charters (3.1);
    - operating-model options and the recommended organizational structure with transition steps (3.2);
    - "as-is" and "to-be" process maps with RACI matrices, SLAs/TATs, internal control points and revised SOPs (3.3);
    - PMO maturity upgrade plan (3.4), and capacity/staffing plan against initiatives and targets (3.5);
    - revised remuneration and incentive structure, capacity-building programme and HR policy improvements (3.6);
    - procurement and contracting enhancements (3.7), and financial sustainability options (3.8);
    - enterprise architecture blueprint and standards catalogue (3.9), and service-design playbook (3.11);
    - IT Parks optimization strategy, and International Partnership Strategy with roadmap (3.12);
    - stakeholder partnership/convening model (3.13), and policy-coherence mechanisms (3.15).

4.5 Software Development Delivery Framework

- Assessment of KPITB's current in-house and outsourced delivery, associated risks and benchmarks, and the recommended delivery model, with guidelines on when and why to adopt:
    - In-house model (for secure, mission-critical, or proprietary systems).

- Outsourced model (for specialized, time-bound, or large-scale development needs).
- Hybrid model (for mixed ownership of design, development, and maintenance phases).

- A Software Quality Assurance Framework with minimum quality standards (Clause 3.10).

4.6 Validation Workshop

- A structured workshop with KPITB leadership and key stakeholders to present findings and proposed reforms, test recommendations and secure consensus prior to finalization.
- A workshop report documenting the feedback received and how it has been incorporated.

4.7 Knowledge Transfer Package

- Practical tools, templates and frameworks (e.g., RACI matrices, SOP and PMO templates, governance dashboards, monitoring templates) to support institutionalization of reforms.
- A briefing session for KPITB staff to ensure effective use of the tools and continuity beyond the consultancy period.

4.8 Final Institutional Reform Roadmap

- A consolidated, time-bound and costed roadmap of quick wins, medium- and long-term reforms (as per Clauses 3.3 and 3.17), consolidating all recommendations of Deliverables 4.4 and 4.5, with sequencing, dependencies, risk mitigation, resource requirements and responsible units.
- A results framework with tiered KPIs, baselines/targets and a learning loop (Clause 3.14).
- A change-management plan and communications framework (Clause 3.16).
- Delivered in both full report and executive summary formats for decision-makers.

4.9 Mapping of Scope of Work to Deliverables

Each scope item of Clause 3 shall be addressed in the deliverables indicated below. The Inception Report (4.1) and Validation Workshop (4.6) cover all scope items.

TOR Clause	Scope of Work	Deliverable(s)
3.1	Governance & Legal Framework	4.2, 4.3, 4.4, 4.8
3.2	Organizational Structure & Operating Model	4.2, 4.3, 4.4, 4.8
3.3	Business Processes, SOPs & Control Environment	4.2, 4.4, 4.7, 4.8
3.4	Project, Portfolio & Benefits Management (PMO)	4.2, 4.4, 4.7, 4.8
3.5	Volume of Initiatives, Targets & Expectations	4.2, 4.4, 4.8
3.6	Human Resources & Institutional Capacity	4.2, 4.3, 4.4, 4.8
3.7	Procurement & Contracting Governance	4.2, 4.4, 4.8
3.8	Financial Management & Institutional Sustainability	4.2, 4.4, 4.8
3.9	Digital Maturity, Enterprise Architecture & Interoperability	4.2, 4.4, 4.8
3.10	Software Development Delivery Model	4.3, 4.5, 4.8
3.11	Service Delivery & User-Centric Design	4.2, 4.4, 4.8
3.12	IT Parks and Digital Economy Facilities	4.2, 4.3, 4.4, 4.8
3.13	Stakeholder & Ecosystem Engagement	4.2, 4.4, 4.8
3.14	Monitoring, Evaluation & Learning	4.2, 4.7, 4.8
3.15	Legal/Policy Coherence & Alignment with Strategy 2030	4.2, 4.4, 4.8
3.16	Change Management & Communications	4.8
3.17	Phased Reform Roadmap & Transition Support	4.6, 4.7, 4.8

4.10 Acceptance of Deliverables

Each deliverable shall address all scope items mapped to it under Clause 4.9 and the contents listed above. A deliverable that does not address a mapped scope item shall be treated as incomplete and shall not be accepted for payment under Clause 7 until the deficiency is rectified.

5. Team Composition – Key Experts

The Consultant shall field the following Key Experts as a minimum. One CV shall be submitted against each position on Form TECH-6. Qualification and experience of the Key Experts shall be evaluated as per Criterion III of the Evaluation Criteria (Attachment-1 to the Data Sheet). The Consultant may propose additional non-key and support staff as necessary to complete the assignment.

S#	Key Expert Position	Key Focus Area
1	Team Leader / Governance & Institutional Reform Specialist	Institutional assessment and reform design; overall assignment leadership and quality of the Final Institutional Reform Roadmap.
2	HR & Organizational Development Expert	HR strategy, organizational structure and capacity assessment, including the remuneration and incentive-structure benchmarking exercise.
3	IT/ICT/Digital Transformation Expert	ICT infrastructure, enterprise architecture, digital governance, the software development delivery model, and alignment with the Digital Transformation Strategy 2030.
4	Financial Management Expert	Financial systems, budgeting, cost allocation, and resource-optimization / sustainability options.
5	BPR Expert	Business process assessment and re-engineering, process mapping, identification of gaps and inefficiencies, and development of streamlined and effective business processes and workflows.
6	Legal/Regulatory Expert	Compliance of proposed reforms with the KPITB Act, 2011 (as amended 2018), KPPRA Rules, 2014, and other applicable laws and regulations.

6. Duration, Reporting Requirements and Time Schedule for Deliverables

6.1 The assignment shall be completed within **six (06) months** from the date of commencement of services.

6.2 The deliverables shall be submitted as per the following schedule (weeks counted from the date of commencement):

S#	Deliverable	Due Date (from commencement)
1	Inception Report	Week 2
2	Diagnostic Assessment Report	Week 5
3	Comparative Benchmarking Note	Week 10
4	Reform Recommendations and Process Maps (as-is / to-be)	Week 15
5	Software Development Delivery Framework	Week 18
6	Validation Workshop (conducted, with workshop report)	Week 20
7	Knowledge Transfer Package (including briefing session for KPITB staff)	Week 22
8	Final Institutional Reform Roadmap (full report and executive summary)	Week 24

6.3 All reports shall be in English and submitted in draft for KPITB's review. KPITB will provide comments within ten (10) working days, and the Consultant shall submit the revised/final version within seven (07) working days of receipt of comments.

6.4 Each final deliverable shall be submitted in three (03) bound hard copies and in soft form (editable MS Word/Excel/PowerPoint and PDF) on USB / via e-mail. Process maps shall also be provided in an editable format.

6.5 Deliverables shall be addressed to the KPITB focal person designated for the assignment, through the office of the Managing Director, KPITB.

6.6 The Consultant shall submit brief fortnightly progress updates to the KPITB focal person and attend review meetings as required.

7. Payment Schedule

Payments shall be made against the submission and approval by KPITB of each deliverable, in accordance with the schedule below. KPITB reserves the right to withhold or defer payment for any deliverable that is incomplete, non-compliant, or not found satisfactory, until such deficiencies are addressed. No advance payment shall be made. All payments are subject to deduction of applicable taxes at source.

S#	Deliverable	Payment (% of Contract Price)
1	Inception Report	10
2	Diagnostic Assessment Report	20
3	Comparative Benchmarking Note	10
4	Reform Recommendations and Process Maps (as-is / to-be)	15
5	Software Development Delivery Framework	10
6	Validation Workshop (conducted, with workshop report)	05
7	Knowledge Transfer Package (including briefing session for KPITB staff)	10
8	Final Institutional Reform Roadmap (full report and executive summary)	20
	Total	**100**

8. Procuring Entity's Input and Counterpart Personnel

(a) KPITB will nominate a focal person to coordinate the assignment and facilitate access to KPITB management, Board members, staff and relevant stakeholders.

(b) KPITB will provide relevant documents and data, including the KPITB Act and rules, organograms, HR policies and records, financial statements and budgets, procurement records, project/portfolio information and IT Park information, subject to confidentiality requirements.

(c) KPITB will provide meeting space at its premises for consultations and the validation workshop, where available. All other logistics shall be the responsibility of the Consultant.

9. Confidentiality and Ownership

All reports, recommendations, and materials produced under this assignment will remain the property of KPITB and shall be treated as confidential unless explicitly authorized for disclosure by the Board.

Section 6. Standard Forms of Contract

I. General Conditions of Contract

1. General Provisions

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

(a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and the Rules 2014 made thereunder.

(b) "Procuring Entity (PE)" means the implementing department which signs the contract, i.e., KPITB.

(c) "Consultant" means a person, a firm, a company or an organization undertaking supply of services.

(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 Reference.

(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.

(r) "Joint Venture (JV)" means a consortium or association of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

(s) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant's proposal.

(t) Key Expert Availability and Replacement Policy: If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission

or was included in the Proposal without his/her confirmation, such Proposal shall be rejected for further evaluation, and the Consultant may be subject to blacklisting and debarment.

(u) Conflict among consulting assignments: a Consultant (including its Experts 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 Procuring Entity.

(v) Proposal Validity: Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PE. To ensure the validity of the proposal, it shall contain a bid security of 2% of the bid cost. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

(w) Sub-contracting: The Consultant shall not subcontract the entire scope of the Services. If the engagement of a sub-consultant is necessary for any part of the contract, it must be clearly specified in the Proposal at the time of submission. Any change in the list of sub-consultants shall be subject to prior approval of the Procuring Entity. The Consultant shall not replace Key Experts during execution of the contract without the prior consent of the Procuring Entity. Any violation of this provision may lead to contract termination and the imposition of penalties on the Consultant.

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

1.5 **Location.** The Services shall be performed at such locations as are specified in the SC and, where the location of a particular task is not so specified, at such locations 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 firm, the Members hereby authorize the firm 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, service 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.

B. **Integrity Pact.** If the Consultant or any of its Sub-Consultants, agents or servants is found to have violated or been involved in violation of the Integrity Pact signed by the Consultant (Appendix A), then the PE 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 its Sub-Consultants, agents or servants; (b) terminate the Contract; and (c) recover from the Consultant any loss or damage to the PE as a result of such termination or of any other corrupt business practices of the Consultant or any of its Sub-Consultants, agents or servants. On termination of the Contract under Sub-Para (b), the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the PE under Sub-Paras (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 both 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, 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 obligations under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the Parties.

2.5.1 **No Breach of Contract.** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 **Termination**

2.6.1 **By the PE.** The PE may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the PE shall give 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 its 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 is 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.

2.6.2 **By the Consultant.** The Consultant 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 following events: (a) if the PE fails to pay any money due to the Consultant pursuant to this Contract, without the Consultant's fault, within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; (b) 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; (c) if the PE fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8.

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 (c) and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultant

3.1 **Standard of Performance.** The Consultant shall perform the Services and carry out its 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, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 **Conflict of Interests.** The Consultant shall hold the PE's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

3.2.1 **Consultant not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 **Consultant and Affiliates not to be Otherwise Interested in Project.** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services.

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

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

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

3.5 **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 the Proposal; and (c) any other action that may be specified in the SC.

3.6 **Reporting Obligations.** The Consultant shall submit to the PE the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time period set forth therein.

3.7 **Documents Prepared by the Consultant to be the Property of the PE.** All plans, reports, process maps, frameworks, templates, 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. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Accounting, Inspection and Auditing.** (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. (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, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. Acts intended to materially impede the exercise of the PE's inspection and audit rights constitute a prohibited practice subject to contract termination.

4. Consultant's Personnel

4.1 **Description of Personnel.** The Consultant shall employ and provide such qualified and 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 of the Consultant's Key Personnel are as described in the Proposal and the TOR. The Key Personnel and Sub-Consultants listed by title as well as by name in the Proposal are hereby approved by the PE.

4.2 **Removal and/or Replacement of Personnel.** (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death or medical incapacity, 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) the PE has 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

otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties.

5.3 **Services and Facilities.** The PE shall make available free of charge to the Consultant the services and facilities listed in Clause 8 of the Terms of Reference.

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 the Terms of Reference. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price.** The price payable in Pak Rupees is set forth in the SC.

6.3 **Payment for Additional Services.** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, the breakdown of the lump-sum price provided in Forms FIN-3 to FIN-5 of the Consultant's Financial Proposal shall be used.

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. Any payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. Good Faith

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

8. Settlement of Disputes

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

8.2 **Dispute Resolution.** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

II. Special Conditions of Contract

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 (as amended).
1.3	The language is English.
1.4	**Procuring Entity:** Khyber Pakhtunkhwa Information Technology Board (KPITB), Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar Attention: Mr. Imran, Deputy Director (Procurement) Telephone: 091-5891516 E-mail: mohmand.imran@kpitb.gov.pk **Consultant:** _____ Attention: _____ Telephone: _____ *E-mail:* _____
1.5	The Services shall be performed at Peshawar and at KPITB facilities in Khyber Pakhtunkhwa, as required.
1.6	The Member in Charge is : Not Applicable
1.7	The Authorized Representatives are: For the PE: Managing Director, KPITB, or an officer authorized by him For the Consultant: _____
1.8	The Contract Price is inclusive of all applicable federal and provincial taxes, duties and levies, including KPRA sales tax on services and stamp duty. Income tax and other taxes shall be deducted at source as per prevailing law. No exemption is provided.
2.1	The Contract shall come into effect on the date of signing by both Parties.
2.2	The Consultant shall commence the Services within seven (07) days of the Effective Date.
2.3	The time period for completion shall be six (06) months from the date of commencement, or as extended by mutual written agreement.
3.4	Professional liability and third-party insurance is not required. The Consultant shall be responsible for any insurance coverage of its Personnel and equipment.
3.5(c)	Not applicable.
3.7	The Consultant shall not use these documents for purposes unrelated to this Contract, nor disclose them to any third party, without the prior written approval of the PE.
5.1	KPITB will provide the inputs listed in Clause 8 of the Terms of Reference. No exemptions are provided.
6.1	The successful Consultant shall submit a Performance Security equal to ten percent (10%) of the Contract Price in the form of a CDR / Bank Guarantee from a scheduled bank of Pakistan before signing of the contract, which shall remain valid until Ninety (90) days after KPITB's acceptance. In case of poor/unsatisfactory performance or failure to complete any deliverable, the PE shall have the right to forfeit the Performance Security and/or deduct the amount allocated for the said deliverable from the Contract Price, and may terminate the Contract.
6.2	The Contract Price is PKR [insert amount] (inclusive of all taxes).
6.4	Account of the Consultant: [insert bank, branch, title and account number]. Payments shall be made according to the Payment Schedule in Clause 7 of the Terms of Reference, upon approval of each deliverable by KPITB and submission of invoice. No advance payment shall be made. Payments shall be made within thirty (30) days of submission of a correct invoice.

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2	Disputes shall be settled through the Complaint Redressal / Grievance Redressal mechanism defined in the KPPRA Act 2012 and KPPR 2014, or through arbitration under the Arbitration Act, 1940. The venue of arbitration shall be Peshawar.

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: Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)

[Name of Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the 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 Consultant] 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 Consultant] 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 Consultant] 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 Consultant] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Consultant] 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.

For the PE (KPITB)	**For the Consultant**
Name: _____	Name: _____
Signature: _____	Signature: _____
Seal:	Seal:

III. Form of Contract

CONTRACT

THIS CONTRACT ("Contract") is entered into this ____ *day of* _____, *20*_, by and between the **Khyber Pakhtunkhwa Information Technology Board (KPITB)** ("the PE") having its principal place of business at Plot # 134-136, Industrial Estate, Jamrud Road, Hayatabad, Peshawar, 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 perform 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" for **"Hiring of Consultancy Firm for Third-Party Institutional Assessment and Reform Roadmap of Khyber Pakhtunkhwa Information Technology Board (KPITB)"**, which is made an integral part of this Contract ("the Services"). (ii) The Consultant shall provide the deliverables listed in the Terms of Reference within the time periods specified therein, and the Personnel listed in its Proposal 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] (six (06) months), 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 PKR [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. B. Schedule of Payments: as per Clause 7 of the Terms of Reference. C. Payment Conditions: Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.

4. **Project Administration.** A. Coordinator: The PE designates Mr./Ms. [insert name] as the 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 years thereafter.

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

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

7. **Ownership of Material.** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software subject to Clause 6.

8. **Consultant Not to be Engaged in Certain Activities.** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance.** The Consultant will be responsible for taking out any appropriate insurance coverage for its Personnel and equipment.

10. **Assignment.** The Consultant shall not assign this Contract or subcontract any portion thereof without the PE's prior written consent.

11. **Law Governing Contract and Language.** The Contract shall be governed by the laws of the Islamic Republic of Pakistan and the Government of Khyber Pakhtunkhwa, and the language of the Contract shall be English.

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

For the PE	**For the Consultant**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____