

REQUEST FOR PROPOSAL

Provision of Services of Third-Party Recruitment Firm (Testing Services)

1st November, 2019

Elementary & Secondary Education Department



Government of Khyber Pakhtunkhwa

**Applicability of KPPRA Act 2012 and Khyber Pakhtunkhwa Procurement of
Goods, Works and Services Rules, 2014**

This Tender Process will be governed by the Khyber Pakhtunkhwa Public Procurement Authority (KPPRA) Act, 2012 and Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the supply.

Contents

PART-A.....	4
DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS	4
1. Mandatory Eligibility Criteria Checklist	4
2. Definitions.....	6
3. Elementary & Secondary Education Department (The Department)	7
4. Instructions for Bidders.....	7
5. Solicitation Document	7
5.1 Contents.....	7
5.2 Sale of Bidding/Tender Documents:.....	7
6. Preparation of Proposal.....	8
6.1 Language of the Proposal	8
6.2 Proposal Currency.....	8
6.3 Period of Validity of Proposal	8
6.4 Supporting Documents	8
6.5 Cost of Preparing Proposal.....	8
6.6 Proposal Documents.....	8
6.7 Taxes.....	10
6.8 Format and signing of proposal.....	10
7. Payments Mechanism and Schedule	10
8. Submission, Receipt, and Opening of Proposal	11
9. Key Activities & Timeline.....	13
10. Proposal Evaluation	14
11. Evaluation of Technical Proposals.....	14
12. Evaluation of Financial Proposals.....	17
13. Combined Score	18
14. Availability of Management Team.....	18
15. Award of Contract.....	18
16. Confidentiality.....	18
17. Conflict of Interest	18
a. Conflicting assignments.....	19
b. Conflicting Relationships	19

18. Fraud and Corruption.....	19
19. Clarification Request/Amendment	20
PART B.....	22
TERMS OF REFERENCE	22
20. General	22
21. Advertisement.....	22
22. Applications Handling	22
23. Pre-Test Tasks	24
24. Conduct of Examination (In Multiple cities)	25
25. Post Test Requirements.....	26
26. Information Required	27
26.1 General Information on Organization	27
26.2 Specific Information on relevant Experience	28
27. Deliverables	28
PART C	29
FORMS TO BE SUBMITTED WITH THE PROPOSAL.....	29
28. Technical Proposal - Standard Forms	29
B1. Technical Proposal Submission Form.....	30
B2. Firms/Bidders Profile.....	31
B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner	32
B4. General Experience of recruitment test conduction	33
B-5. Proposed approach and Methodology.....	34
B-5.1 Detailed work plan with timeframes for the overall project and different phases	35
B6. Qualification & Competence of the proposed Test Development Team.....	36
B-6.1) Personnel Summary (Complete for each Team Member)	36
B-6.2) Sample Tests	37
B7. Members of the project Team (Summary).....	38
29. Financial Proposal - Standard Forms.....	39
C1. – Financial Proposal Submission Form	39
C2. – Price Schedule in Pak. Rupees	41
Annexure A	42
Annexure B	44

DRAFT CONTRACT	45
1. DEFINITIONS AND INTERPRETATIONS	46
1.1 Definitions	46
1.2 SCOPE OF WORK	47
2. DUTIES OF THE SERVICE PROVIDER	47
3. CONFLICT BETWEEN THE CONTRACT AND ITS DOCUMENTS	48
4. EFFECTIVE DATE OF THE CONTRACT	48
5. CONFIDENTIALITY	49
6. INTELLECTUAL PROPERTY	49
7. TAXES AND DUTIES	49
8. WARRANTY	49
9. DURATION	50
10. ACCOUNTING AND FINANCIAL	50
11. PAYMENT MECHANISM AND SCHEDULE	50
12. TERMINATION OF CONTRACT	51
12.1 Termination of Contract for Default	51
12.2 Termination of Contract for Convenience	51
13. ENTIRE CONTRACT	52
14. SEVERABILITY	52
15. AMENDMENT	52
16. INDEPENDENT CONTRACTORS	52
17. INDEMNIFICATION	53
18. FORCE MAJEURE	53
19. DISPUTE RESOLUTION	53

PART-A

DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS

1. Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be fulfilled at the time of submission of the Proposal. Non-fulfillment of any one of the following applicable requirements shall result in disqualification:

#	Mandatory Eligibility Criteria Checklist	Mark
1.	Proof of Incorporation or Registration or equivalent	
2.	Proof of NTN, FTN/Tax exemption certificate and GST (If Applicable, please check, otherwise put a Cross in the Mark Column)	
3.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also to be mentioned	
4.	Proof that the firm has demonstrated capacity to conduct paper and computer-based tests. Also, that the firm has strong management system of test development and administration and has vast position specific question bank and a secure printing press.	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by KPPRA, Government, Semi-Government, Private, Autonomous body or any other international organization or procurement regulatory authority in any province or by the federal procurement authority.	

6.	<p>Two separately sealed envelopes:</p> <p>Envelope #1 shall clearly bear the name “Technical Proposal for Provision of Services of Testing Firm”</p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy must be submitted with one soft Copy in Flash Drive. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p>	
7.	<p>Envelope #2 shall clearly bear the name “Financial Proposal for Provision of Services of “Testing Firm”</p> <p>Financial Proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p>	

Note: Bidders are required to submit in a sealed envelope filled, signed & stamped copy of the above checklist and separately sealed technical and financial proposals as a complete package under this RFP.

2. Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between the Procuring Entity and the Successful Bidder”. (See Annexure B).
- b. **“Procuring Entity”** means the Department with which the successful bidder signs the contract for the provision of services defined in this RFP.
- c. **“Bidder”** means “any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Department”** means the Department of Elementary & Secondary Education (E&SED) of the Government of Khyber Pakhtunkhwa.”
- e. **“Date of Issue”** means “the date on which this RFP is issued by the Department to solicit proposals from potential bidders.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“Request for Proposal (RFP)”** means set of documents prepared by the Department, to solicit proposals, which consists of definitions, instructions and information for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Department.”
- j. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the ToR and further quantified under the Scope of Work”.
- k. **“Terms of Reference”** (ToRs) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

3. Elementary & Secondary Education Department (The Department)

The department means, Department of Elementary and Secondary Education of the Government of Khyber Pakhtunkhwa and it includes the Directorate of E&SE.

4. Instructions for Bidders

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Department, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the Department. The selection of bidders will be on quality and cost-based selection methodology as provided in the bidding document.

5. Solicitation Document

5.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal.

Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.

5.2 Access to Bidding/Tender Documents:

Bidding documents can be downloaded from E&SED or KPPRA websites to be accessed on <https://www.kpese.gov.pk/>; and <https://www.kppra.gov.pk>.

6. Preparation of Proposal

6.1 Language of the Proposal

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Department shall be in writing and in English Language.

6.2 Proposal Currency

All rates quoted shall be in Pak Rupees (PKR).

6.3 Period of Validity of Proposal

Proposals shall remain valid for a minimum of 120 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, the Department may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

6.4 Supporting Documents

While preparing the Technical Proposal, the bidding firm shall ensure that it provides the Department with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria.

6.5 Cost of Preparing Proposal

The costs of preparing the proposal and visits for discussion with the Department are not reimbursable.

6.6 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

Technical Proposal – Forms B(1-7)

The Technical Proposal is to consist of the following:

- a) **Signed Checklist** (Mandatory Documents required with the Proposal) – Page 4 & 5
- b) Technical Proposal Submission - *Form B1*
- c) Firms/Bidders Profile - *Form B2*
- d) Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner - *Form B3*
- e) General Experience of recruitment test conduction - *Form B4*
- f) Proposed methodology and time lines - *Form B5*
- g) Competence of team and sample tests – *Form B6*
- h) Members of the project Team (Summary) – *Form B7*

Technical Proposal should detail the capability and experience of delivering the services specified in the ToRs. Bidder should submit details of maximum five of their most relevant/similar nature assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.

Team structure proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant *Forms*. CVs should provide details of projects undertaken and completed by the individual.

Technical proposal should not contain any financial information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.

Financial Proposal – Form C(1-2)

The bidder shall submit its Financial Proposal on Form C. The rates quoted shall be in PKR (to be charged from each applicant by the service provider). The rate shall be fixed.

6.7 Taxes

The quoted rates should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the rates proposed inclusive of all taxes. The rates shall be fixed and deemed to include all applicable taxes.

6.8 Format and signing of proposal

The proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by bidder's authorized person. The proposals shall be clear and elaborate. Different parts of the proposals shall be separated using color separators, flags or tags.

Note: *The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.*

7. Payments Mechanism and Schedule

The selected firm will be bound to open a designated account in a commercial bank agreed with the department for every test to be conducted during the course of this contract. This account shall be a joint account operated under the signatures of the Director E&SE and an authorized representative of the firm. Tests fee from all candidates shall be collected in this account. Payments out of this account shall be made to the selected firm based on degree of completion of the services under this contract to the satisfaction of the department. The percentage disbursement of fee against each deliverable achieved and duly verified & accepted by the department will be as follows:

Sr. No	Deliverable Successfully Achieved and Verified & Accepted by the Department	%age fee to be disbursed
1	Deliverable 1: Advertisement of posts, development of list of candidates as eligible or in-eligible along with justification using criteria agreed with the department.	30%
2	Deliverable 2: Successful conduct of tests for all eligible candidates across all cities of the Khyber Pakhtunkhwa as per schedule agreed with the department without any irregularity. In case of irregularity the service provider will not be entitled to any	40%

	payment and will be bound to re-conduct the test as per revised schedule agreed with the department.	
3	Deliverable 3: Categorized merit-lists of candidates based on aggregate scores calculated using education and tests weightages agreed with the department.	30%

Note: Refer Part B of this documents for detailed ToRs and deliverables

8. Submission, Receipt, and Opening of Proposal

8.1 Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure as defined in **Annexure - A**.

8.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format (Forms B1-7 & C1-5) in separate envelopes.

8.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

8.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. 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.

8.5 Bidder is required to submit **one original and one hard copy of Technical Proposal along with all supporting documents**.

8.6 One **flash disk** containing an electronic copy (labelled 'Electronic Copy') of all proposal documents in PDF format (**excluding the Financial Proposal**) must be

provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate proposal.

8.7 The Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**. Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment **“Provision for Services of “Testing Firm”** with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked **“DO NOT OPEN BEFORE SUBMISSION DEADLINE”**.

The Department shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

8.8 The Proposal must be sent to the following address and received by the Department not later than the time and the date indicated in this RFP document:

Title/Position:	Director Elementary & Secondary Education
Telephone:	+92-91-9225344
Fax:	+92-91-9225345
Email address:	ddu.esekp@gmail.com
Official Postal address:	Directorate of Elementary & Secondary Education, Government of Khyber Pakhtunkhwa, GT Road, Peshawar, Pakistan

8.9 Bidders must submit their response to the Department by registered post/ courier or by hand to the official postal address of the Department before or on submission deadline mentioned in the RFP document.

8.10 Any proposal received by the Department after the deadline for submission shall not be accepted and be returned unopened.

8.11 Department reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable KPPRA rules.

8.12 Department shall open the Technical Proposal on the same day one hour after the submission deadline. Testing agencies who will qualify the Technical Proposal, they will be informed about the opening date of Financial Proposal.

9. Key Activities & Timeline

The tentative timeline set out herein represent the Department's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate schedule is as follows:

S. No	Activity	Timeline
1	RFP issuance	1st November, 2019
2	Proposal Submission Deadline	At 12:00 PM on 20 th November 2019
3	Opening of Technical Proposal (in front of bidders)	At 12:30 PM on 20 th November 2019
4	Opening of Financial Proposal (in front of bidders present at the Directorate of E&SE KP, Peshawar)	TBA
5	Award of Contract	TBA

**TBA: To be announced*

10 Proposal Evaluation

10.1 From the time the Proposals are opened to the time evaluation report is announced, the bidders should not contact the Department on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder to influence the Department in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the bidder's Proposal. However, the Department may contact the bidder for seeking clarification of any aspect of technical proposal or demand any missing information if required.

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

10.3 Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 80% and financial evaluation will carry 20% weightage respectively.

11. Evaluation of Technical Proposals

During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 48 out of 80 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than 48 marks out of 80 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Department will evaluate the technical

proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

Sr.	Technical Evaluation Criteria	Total	Sub
A	Firm/Bidder Profile (Registered Age, Location, No of Employees etc.) (Form B-2)	10	
	1) Registered Age (Year of incorporation; Registration No.)		
	i. 01 to 02 years		02
	ii. One additional mark on every additional year age over and above 02 years upto next 3 years maximum.		03
	2) Management Capacity of the Firm		
	i. Number of Directors/Managers- 08 (min)		02
	ii. One additional mark for each Director/Manager- up to Max of 03		03
	3)		
B	Firm Competence & Experience in Completing Projects of a similar nature in a timely and efficient manner:	10	
	• Experience of Conducting Recruitment Test's for Government Organizations (Form B-3)		
	i. 10 years and above (maximum marks)		05
	ii. 05 to 09 years		03
	• General Experience of Recruitment Test's Conduction (Form B-4)		
	i. 10 years and above (maximum marks)		05
	ii. 05 to 09 years		03

C	Approach and Methodology (Form B-5)	40	
	<ul style="list-style-type: none"> Understanding of Client's Needs. 		05
	<ul style="list-style-type: none"> Overall methodology adopted to make the project successful, and its key elements and phasing structure and final deliverables. 		05
	<ul style="list-style-type: none"> Detailed work plan with timeframes for different phases. <ol style="list-style-type: none"> Within 90 days' time (maximum marks) 91 to 100 days' time. 101 to 110 days' time. 111 to 120 days' time. 		15 14 13 12
	<ul style="list-style-type: none"> Identification of the potential risks and their mitigation strategies that will be undertaken to make the project successful. <ol style="list-style-type: none"> 02 marks for each risk identified and successful mitigation strategy proposed up to maximum of 10 marks Quality Assurance for Assignment (on the basis of TORs). 		10 5
C	Competence of Team and Sample Tests (Form B6 & B7)	20	
	<ul style="list-style-type: none"> Competency of proposed test development team and availability of relevant data/question bank. 		
	<ol style="list-style-type: none"> Competency (Education & Experience) of proposed project team. (Firm proposing strongest team will be given maximum marks of 5 whereas remaining firms will be marked proportionately). 		5
	<ol style="list-style-type: none"> Data bank with 5,000 questions. Data bank with 6,000 Questions. Data bank with 7,000 Questions. 		3 4 5
	<ul style="list-style-type: none"> Develop 05 sample MCQ tests of 100 marks for PST, ASDEOs, SST-General, Certified Teacher and Arabic Teacher (Covering all aspects of the test). 		10
Total Marks		80	
Minimum Qualification Marks Required		48	

Note: 1. the offices, HR, IT equipment, etc. will be visited by the Procuring/Hiring Entity/Committee to assess the work capacity of the Firm.

2. It shall be the responsibility of the bidders to ensure provision of sufficient documentary proof to the Department, along with the proposal, to evaluate the proposals solely on the basis of the documentation submitted.

12. Evaluation of Financial Proposals

a. After the evaluation and approval of technical proposal, the Department shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. The Department shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested bidders sufficient time to make arrangements for attending the Financial opening.

b. Before opening of financial proposals, technical score of qualified bidders shall be read aloud during financial proposals opening session.

c. 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 formers will prevail.

d. Quality and Cost Based Selection (QCBS) method will be used for evaluation of the overall proposals. The lowest evaluated Financial Proposal will be given the maximum financial score of 20 points.

13. Combined Score

- a. Proposals will be scored using combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal i.e. 80%; P = the weight given to the Financial Proposal i.e. 20%; $T + P = 1$) $S = S_t * T + S_f * P$.
- b. All the qualified firms will be ranked based upon the combined technical and financial score. The final selection will be made to ensure adequate quality, coverage and achievement of the set targets.

14. Availability of Management Team

The successful bidder is bound to provide the services of the professional staff proposed in technical proposal during the period of the contract. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e. the bidder and the Department.

15. Award of Contract

After completing negotiations, the Department shall award the Contract to the selected bidder (highest ranked). After contract agreement signature, the Department shall return the unopened Financial Proposals of the non-responsive bidders.

16. Confidentiality

The Department shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under KPPRA Rule No. 45.

17. Conflict of Interest

Without limitation on the generality of the foregoing, bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

a. Conflicting assignments

The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

b. Conflicting Relationships

The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Department Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Department throughout the selection process and the execution of the Contract.

The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Department in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Contract. Current employees of the Department shall not work as and for the bidder.

18. Fraud and Corruption

18.1 The Department requires the bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this policy, Department defines, for the purpose of this paragraph, the terms set forth below as follows:

a. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Department in the selection process or in contract execution;

b. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;

c. “Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

18.2 “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract. The Department will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Department may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Department funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Department funded project.

18.3 The Department will have the right to inspect the bidding firm’s accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Department.

19. Clarification Request/Amendment

19.1 The bidder can request a clarification in RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Department’s e-mail address indicated in the RFP document.

19.2 At any time before the submission of Proposals, the Department may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded

at KPPRA & Department web site, and revised RFP document will be uploaded on Department's Website and KPPRA web site.

PART B

TERMS OF REFERENCE

20. General

The work relates to recruitment process encompassing advertisement of the vacancies, receiving applications in response thereof, handling, processing, and preparing databases of the applicants. It includes, short listing of the applications on the prescribed criteria advertised and segregating them into eligible and ineligible candidates by clearly mentioning the reasons of ineligibility and reporting lists to the Department, managing test centers throughout Khyber Pakhtunkhwa wherever required and agreed with the department, generation, printing and issuance of Roll No slips (admission cards) to eligible candidates, preparation of question papers as per syllabus agreed with the department, conduct of examination and result processing and announcement by maintaining secrecy and accuracy, through OMR arrangements. The result / merit lists shall be communicated to the Department as per prescribed format (within defined time line) both in hard and soft forms. The whole process from advertisement to preparation of merit lists and its communication thereof to the Department should take not more than 120 days.

21. Advertisement

The Calling of applications (Applications may be received through on-line or through conventional method). The advertisement for the vacancies will be issued by the Firm in at least three widely circulated prominent national dailies at least one Urdu and one English (cost of which shall be borne by the testing Firm) but the contents of the advertisement will be approved by the Department (Client).

22. Applications Handling

a. The Firm will receive the applications against the advertised positions by assigning an "Application No." and with record of "Date of receipt of application". This "Application No." and "Date of receipt of application" should be duly traceable, if required and will be

provided to the applicants as acknowledgment of receipt of application. The Firm shall ensure a mechanism that no application should be considered after the expiry of last date of submission of Applications.

b. The firm shall develop a valid and reliable database for maintaining the record of all applicants against advertised posts and shall ensure the minimum fields of the database as determined by the Department. This database shall be a classified information and shall not be used for any purpose other than for the Department.

c. The firm must have the ability to process above 30,000 or more applications per day. Also, the testing Firm must be able to conduct a particular test on the same day all over the Province of Khyber Pakhtunkhwa.

d. The Firm will be responsible for answering any query raised by the applicants and will resolve/guide the candidates in case of any difficulty/ambiguity faced by them during the application process by maintaining an online complaint Redressal system, valid telephone numbers and a responsive e-mail facility.

e. The Firm shall ensure a mechanism that only eligible candidates are able to submit applications against a particular position, however, information provided by the applicant will be crossed checked with the documentary evidence.

f. The Firm will ensure a mechanism that applicants may track their applications online and may know the updated status.

g. The screening of the applications shall be made by the Firm as per the Department provided guidelines and generate the candidates list with 'Eligible' and 'Ineligible'.

h. The Firm shall send the lists of Eligible and Ineligible candidates immediately after closing dates to the Department clearly mentioning the grounds of being not eligible.

23. Pre-Test Tasks

- a.** The firm will issue Roll No. / ID No to the eligible candidates to hold their test.
- b.** The authorized representatives of the firm shall ensure that only authorized candidates enter into examination halls.
- c.** The authorized security personnel of the firm shall ensure that no mob gathers near the examination halls / centers.
- d.** The firm will seek assistance of local police authorities in case of emergency condition (also in sub clause c above).
- e.** The firm will arrange test centers / examination halls through its own resources and shall ensure all types of arrangements for the smooth holding of tests viz security, CCTV cameras in the examination halls, arrangement of invigilators, furniture, drinking water and other facilities.
- f.** The firm must have a pool of experts from diverse disciplines and must have expertise for setting of question papers observing strict confidentiality.
- g.** The written test composition shall be based on the subject distribution criteria for each test agreed with the department and mentioned in the advertisement.
- h.** The firm shall set and print off multiple series objective Type Test Booklets. Five different sets of Question Papers/ Test Booklets (i.e. A, B, C, D & E) should be prepared. Each set of Question Paper/ Booklet should consist same questions but with different serial numbers to reduce the chances of cheating during conduct of tests.
- i.** The firm shall also design OMR answer sheets for each set of question paper and print OMR answer sheets with provision of carbonless copy (for the candidate).

j. The firm shall make the delivery as well as collection of Question papers and OMR Answer Sheets at and from the examination centers under fool-proof security. The arrangement of such security shall be the responsibility of the firm. The firm shall ensure that thumb impression of each candidate is embossed on the answer sheets and may use other forms of candidate's identification/ authentication such as taking pictures or filming the conduct of tests. Such record shall be kept in safe custody and be produced to the Department/ candidates when required.

k. The firm shall enclose details of their technical capabilities/competencies and infrastructure for all above processes with also explaining availability of a secured printing press or the printing unit to handle the sensitivity and security/confidentiality involved in the printing activities. The responsibility of secured printing and its confidentiality lies with the firm selected.

24. Conduct of Examination (In Multiple cities)

a. The firm will arrange Test Centers in every city so that all eligible candidates are adjusted comfortably.

b. The firm shall print Center-wise, Roll No. wise, Name wise list of eligible applicants.

c. The firm will also take attendance sheets from each center.

d. The firm shall send lists so prepared at b and c above to the Department one day after conducting the test.

e. The firm shall deploy center superintendent, invigilators and other staff at each Centre. It shall ensure appointment of the supervisory staff (center superintendents) from other than the province of Khyber Pakhtunkhwa.

f. The firm shall make Pre-defined center seating arrangements.

g. The firm shall print and display instructions for candidates at each test centers at prominent places.

h. Collection of test materials e.g. Question papers, answer sheets with thumb impressions, pictures and video recording during test conduct etc. on completion of examination and sealing of answer sheets under supervision of examination observer, center superintendent and authorized officers shall be responsibility of the firm. The answer sheets should be in duplicate (one copy for the firm and one copy for the candidate).

i. In case of on-line examination, conduct of on-line examination, arrangements of centers and preparation of question bank & processing of results & other associated activities shall be responsibility of the firm.

25. Post Test Requirements

a. The authorized representatives of the firm will collect answer sheets from the candidates at each center and ensure that attendance sheet and number of answer sheets match and that each candidate has embossed his thumb impression on his answer sheet.

b. The bundles of answer sheets will be sealed as per criteria laid down by the firm.

c. The firm shall deliver answer sheet bundles to authorized representatives of the firm.

d. The firm shall publish on its website, answer keys for each type of test booklet within 48 hours of the conduct of the test to be accessible to the candidates.

e. The authorized representatives of the firm will open sealed answer sheets and tallying with attendance sheets to ascertain absentee data. A report along with the center wise attendance sheet to be prepared.

- f. Pre-validate all the answer sheets before scanning.
- g. Double scanning of answer sheets.
- h. Identification of double marking and other errors, highlighted by OMR machine.
- i. Answer Database to be compared with correct answers to give the score for each applicant.
- j. Perform manual counter checking of results randomly.
- k. Generate checklist of error records and absentees.
- l. Final processing of tests answers data; generation of merit lists of candidates based on aggregate scores using education & tests weightages as per guidelines received from the Department.

26. Information Required

The interested firms are required to furnish the following information:

26.1 General Information on Organization

Name of the organization with addresses, phone # & fax numbers, details of head office location, main branch offices in the country, on their letter head. Name(s) of contract person(s) in connection with this proposal besides the following:

- Legal status i.e. Partnership/ public or Private Limited Company/ Consortium with the name and addresses of the Proprietor / Partner(s)/Director(s).
- Proof of Registration under any provincial or Federal Act.
- Affiliation with international Firm/Institution (if any).
- Audited financial statements for the last three years.

- Information regarding previous/current corporate clientele.
- History of litigations (if any).
- Additional information (if any).

26.2 Specific Information on relevant Experience

- 1) Past relevant experience of providing recruitment and selection testing services with verifiable client list (preferable dealing with bulk recruitment campaigns) nationally/internationally.
- 2) Number of test centers, their locations or alternate arrangements in all cities of Khyber Pakhtunkhwa.
- 3) Online / Offline testing facilities ranging from content development to result preparation.
- 4) CVs / Resumes of qualified professional staff working on full time basis.
- 5) Financial standing supported by a reference letter from the bank.

27. Deliverables

Deliverable 1: Advertisement of posts, development of list of candidates as eligible or ineligible along with justification using criteria agreed with the Department.

Deliverable 2: Successful conduct of tests for all eligible candidates across all cities of the Khyber Pakhtunkhwa as per schedule agreed with the Department without any irregularity.

Deliverable 3: Categorized merit-lists of candidates based on aggregate scores calculated using education and tests weightages agreed with the Department.

Deliverable 4: Verified education documents of successful candidates within the timelines agreed with the Department.

Deliverable 5: Medical clearance certificates of all selected candidates within the timelines agreed with the Department.

PART C

FORMS TO BE SUBMITTED WITH THE PROPOSAL

28. Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

B4. General Experience of recruitment test conduction

B5. Proposed methodology and time line

B6. Competence of team and sample tests

B7. Members of Project Team (Summary)

B1. Technical Proposal Submission Form

[Location, Date]

To: The Director Education,
Directorate of Elementary & Secondary Education,
Government of Khyber Pakhtunkhwa,
GT Road, Peshawar, Pakistan
Tel: +92-91-9225344
Fax: +92-91-9225345
Email: ddu.esekp@gmail.com

Sir,

We, the undersigned, offer to provide the services of **Testing Firm** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 120 calendar days from the date of advertisement.

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

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Firms/Bidders Profile

S. No	Criteria
1	<p>Profile of the Firm</p> <ul style="list-style-type: none">• Registered age of Company• Names of Managers/ Owners/ CEO/ Directors/ Partners
2	<p>Location of Firm office/ sub-offices</p> <ul style="list-style-type: none">• Number of branches• Number of relevant employees including their Names & Designations, Contact Numbers & Branch contact numbers
3	<p>Financial Position</p> <ul style="list-style-type: none">• Name of Banks• Certificate of Financial position• Copy of audited Annual Accounts (of last 3 years)• Tax Registration (NTN/STN/FTN)

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	No of Tests Conducted under the Assignment / Project	Present Status of the Assignment/ Project

B4. General Experience of recruitment test conduction

B-5. Proposed approach and Methodology

1) Provide a brief statement describing your understanding of E&SED needs as per the Scope of Work and ToRs for this assignment.		
2) Describe the overall methodology and phasing ¹ strategy for carrying out the activities indicated in the ToRs.		
<i>(Your response should not exceed 5 pages)</i>		
3) Indicate the main activities w.r.t phases ² of the assignment in the work schedule provided on the next page (Form B-5.1).		
4) What are the potential risks you might face during this project? What is your mitigation strategy for each of these risks?		
Serial No.	Risks	Mitigation Strategy
1.	For Example (Leakage of information)	
2.		
3.		
4.		
5.		
<i>(Provide a minimum of five additional risks and their mitigation strategies. Response for each mitigation strategy should not exceed 200 words)</i>		
5) Outline the quality assurance for that will be under taken for the Assignment.		

¹ Please refer to Scope of Work, Responsibilities of the service provider and deliverables in ToRs

² Please refer to Scope of Work, Responsibilities of the service provider and deliverables in ToRs

(Breakup of activities with time lines for each activity to be completed as per TOR within a maximum of 120 days from advertisement through to finalization of merit lists of selected candidates).

[illegible]

B6. Qualification & Competence of the proposed Test Development Team

B-6.1) Personnel Summary (Complete for each Team Member)

It is mandatory that each Management Team Member must work full time on project.

Name of Employee:

Position:		
General Information	Name:	Date of Birth:
	Telephone:	
	Fax:	
	Years with Present Employer:	

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil	
Masters	

Certifications:

Memberships:

Significant Measurable Professional Achievements in Last 10 Years:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____ Full name

of authorized representative: _____

B-6.2) Sample Tests

[Develop 04 sample MCQ tests of 100 marks one each for PST, ASDEOs, SST-General and Project manager post of an education sector project (Covering all aspects of the test based on the item/data bank of the Service Provider)]

B7. Members of the project Team (Summary)

S.No	Designation	Qualification	No. of years' Experience	Relevance to the Assignment	Role in this Project
1					
2					
3					
4					
5					
6					
7					
8					
9					

29. Financial Proposal - Standard Forms

C1. – Financial Proposal Submission Form

[Location, Date]

To: The Director Education,
Directorate of Elementary & Secondary Education,
Government of Khyber Pakhtunkhwa,
GT Road, Peshawar, Pakistan

Tel: +92-91-9225344

Fax: +92-91-9225345

Email: ddu.esekp@gmail.com

Sir,

We, the undersigned, offer to provide services for provision of “**Testing Firm**” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our proposed fee per test to be charged directly from each candidate under this assignment will be [Amount in words and figures]. This unit rate is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our firm, our sub-contractors and collaborations under the Pakistani law.

We undertake If, our Bid is accepted, we will be bound to open a designated bank account for every test conducted in a commercial bank to be jointly operated by Director E&SE and an authorized representative of our firm in which all fee from candidates will be directly collected.

We further undertake that payments out of the joint designated bank account shall be payable to us on successful achievement of the deliverables under this contract to the satisfaction of the department as per payment schedule defined in clause 7 of this RFP.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, which is 120 calendar days from the date of advertisement.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Though included in the unit rate mentioned above, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount in PKR.	Purpose of Commission or Gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any proposal you may receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C2. – Price Schedule in Pak. Rupees

Name of Bidder: _____

Description	Fee per test to be charged from each Applicant (in PKR)	Applicable Taxes, if any (in PKR)	Total fee per test (inclusive of all taxes) to be charged from each applicant (in PKR)

Note: The Elementary & Secondary Education Department, Govt of KP will not make any payment to the service provider under this contract. Rather payments shall be made out of the fee collected from the applicants in the designated account opened for each test conducted under this contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Note: In case of discrepancy between unit price quoted in words and figures, the unit price in words shall prevail.

All the applicable taxes to be borne by the bidder.

Annexure A

Single Stage Two Envelope Procedure for Bidding Khyber Pakhtunkhwa Public Procurement Rules 2014

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL TESTING FIRM” and “TECHNICAL PROPOSAL TESTING FIRM” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL TESTING FIRM” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL TESTING FIRM” shall be retained in the custody of the procuring Firm without being opened;
- (v) The procuring Firm shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

(viii) After the evaluation and approval of the technical proposal the procuring Firm, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and

(ix) The bid found to be the lowest evaluated bid shall be accepted.

Annexure B

DRAFT CONTRACT

BETWEEN

DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION DEPARTMENT, KP

AND

[PLEASE INSERT NAME]

Dated _____

DRAFT CONTRACT

CONTRACT FOR THE PROVISION OF SERVICES OF TESTING FIRM

This contract for provision of consultancy services for

‘Provision of Services of Testing Firm’

is made at Peshawar on this ____ day of _____

BY AND BETWEEN

Elementary & Secondary Education Department (E&SED), a Department of the Government of Khyber Pakhtunkhwa (hereinafter referred to as the “Department” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns) of the one part;

And

(Insert Name of the Service Provider) having its registered office at **(Insert Address of the Service Provider)** (hereinafter referred to as the “Service Provider” which expression shall, where the context so permits, mean and include its successors-in-interests, administrators and permitted assigns), of the other part.

The Department and the Service Provider may hereinafter individually be referred to as “Party” and collectively as the “Parties”.

WHEREAS, the Department wishes to avail certain services (hereinafter defined) from the service provider for a period of three years from the date of signing of this contract.

WHEREAS, the Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

WHEREAS FURTHER, the Department has accepted the proposal dated (Insert Date) submitted by the Service Provider against the Department's Advertisement No. (Insert Number).

Now **THEREFORE**, in consideration of mutual promises set forth herein and other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract, the following terms shall have the meaning ascribed thereto below:

- (a) **"DAY"** means calendar day of Gregorian calendar;
- (b) **"MONTH"** means calendar month of Gregorian calendar;
- (c) **"SINGULAR AND PLURAL"**

Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

- (d) **"CONTRACT"** means this signed Contract and includes the Amendments to This Contract agreed between the parties after the Effective date;

- (e) **"DOCUMENTS/REPORTS"** means information relating to applications received against each position, candidates shortlisted against each position, applicants invited to

appear for test against each position and applicant appeared for test against each position;

(f) “**SERVICES**” means the services specifically defined in the scope of work of this Contract and the terms of reference of the Request for Proposal;

(g) “**REQUEST FOR PROPOSAL**” means the request for proposal dated [insert date] issued by the Department for the purposes of this contract.

1.2 SCOPE OF WORK

During the term of this Contract, the Service Provider shall perform services according to the defined scope of work in accordance with its Request for Proposal dated (insert date) which is attached herewith as “**Annexure-A**” which forms part of this Contract.

2. DUTIES OF THE SERVICE PROVIDER

2.1 The Service Provider shall develop MCQ based tests in light of subject distribution criteria for each test agreed with the department and mentioned in the advertisement and on the service provider website;

2.2 The Service Provider shall share and get approved tests criteria/outline/syllabus for each position with the Department before the actual tests are conducted;

2.3 The Service Provider shall design the application forms for applicants and will get them reviewed and approved from the Department;

2.4 The Service Provider shall setup test centers in all areas/cities of the Khyber Pakhtunkhwa and quote cost of conducting test per applicant across the province.

2.5 The Service Provider shall collect and shortlist received applications against the prescribed eligibility criteria agreed with the department;

2.6 The Service Provider will further sort applications area-wise to conduct test at the respective testing centers;

2.7 The Service Provider shall intimate shortlisted candidates regarding test schedule whilst informing the authorized person of the Department;

2.8 The Service Provider shall implement an online stage wise application tracking system for applicants to ensure transparency;

2.9 The Service Provider shall be responsible for setting up a helpline to facilitate applicants and answer their queries;

2.10 The Service provider shall provide position wise and area wise final merit lists to the Department based on aggregate scores calculated using agreed weightage of education and tests scores or any other agreed criteria in writing;

2.11 The Service Provider shall provide detailed reports and documents to the Department.

3. CONFLICT BETWEEN THE CONTRACT AND ITS DOCUMENTS

The preamble and the following documents, form an integral part of this Contract. In case of any conflict between the terms of these documents and provisions of this Contract, such conflict shall be resolved with reference to the provisions of:

- i) This Contract;
- ii) Scope of Work of this Contract;
- iii) Request for Proposal attached as Annexure A; and
- iv) Subsequent Amendments (if any)

4. EFFECTIVE DATE OF THE CONTRACT

This Contract shall become effective from _____ and shall remain valid until _____ unless terminated earlier in accordance with terms of this

Contract. The Contract upon successful completion may be renewed for another term after expiry date on the terms and conditions mutually agreed upon between the parties subject to the Department giving thirty (30) days advance notice to the Service Provider to that effect.

5. CONFIDENTIALITY

5.1 The Service Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for its personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Department. The employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

5.2 Upon termination of this Contract, the Service Provider will return to the Department all records, notes, documentation and other items that were used, created, or controlled by the Service Provider during the term of this Contract.

6. INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in the Request for Proposal and its duties shall vest in and be the absolute property of the Department.

7. TAXES AND DUTIES

The Service Provider shall be aware and responsible for all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and performance of the Contract.

8. WARRANTY

The Service Provider shall provide its services and perform the scope of work defined in this Contract in line with the required professional business standards and meet its

obligations under this Contract in a timely manner and warrants that it has the required expertise, manpower, capabilities, authorities and resources to enter into this Contract.

9. DURATION

This Contract shall come into force on the signing date and continue for a term of 3 years till (insert date) unless terminated earlier in accordance with the provisions of this Contract.

10. ACCOUNTING AND FINANCIAL

10.1 The unit rate per test to be charged from the candidates directly under this Contract shall be (insert price) inclusive of all applicable Taxes.

10.2 The unit rate per test set forth in this Contract is firm and final till execution of this Contract and receipt of either services by the Department in acceptable condition.

10.3 No variation whatsoever is acceptable to the Department in unit rates quoted with the exception of any price adjustment authorized by the conditions of this Contract.

11. PAYMENT MECHANISM AND SCHEDULE

The Service Provider shall open a designated account in a commercial bank agreed with the department for every test to be conducted during the course of this contract. This account shall be a joint account operated under the signatures of the Director E&SE and an authorized representative of the Service Provider. Tests fee from all candidates shall be collected in this account. Payments out of this account shall be made to the Service Provider based on degree of completion of the services under this contract to the satisfaction of the department. The percentage disbursement of fee against each deliverable achieved and duly verified & accepted by the department will be as follows:

Sr. No	Deliverable Successfully Achieved and Verified & Accepted by the Department	%age fee to be disbursed
-----------	--	-----------------------------

1	Deliverable 1: Advertisement of posts, development of list of candidates as eligible or in-eligible along with justification using criteria agreed with the department.	30%
2	Deliverable 2: Successful conduct of tests for all eligible candidates across all cities of the Khyber Pakhtunkhwa as per schedule agreed with the department without any irregularity.	40%
3	Deliverable 3: Categorized merit-lists of candidates based on aggregate scores calculated using education and tests weightages agreed with the department.	30%

Note: Refer Part B of this documents for detailed ToRs and deliverables

12. TERMINATION OF CONTRACT

12.1 Termination of Contract for Default

The Department, may without prejudice to any other remedy for breach of contract, by written notice of default sent the Service Provider terminate this Contract forthwith in whole or in part:

- a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the Department.
- b) If the Service Provider fails to perform any obligation under this Agreement.
- c) If the Service Provider in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Department may authorize in writing) after receipt of the default notice from the Department.

12.2 Termination of Contract for Convenience

The Department may terminate the Contract in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Service Provider after payment of proportionate amount of the fee due, subject to satisfactory performance to be determined by the Department at the time of termination.

13. ENTIRE CONTRACT

This Contract, together with RFP (**Annexure-A**) contains the entire terms and conditions and constitutes the entire Contract between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of this Contract.

14. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15. AMENDMENT

No alteration, waiver or change in any terms of this Contract will be effective unless made in writing and duly authorized by officer or representative of each of the Parties.

16. INDEPENDENT CONTRACTORS

16.1 The Service Provider is and shall remain at all times an independent contractor and shall be fully responsible for its own acts and defaults (including those of its employees or agents).

16.2 Neither the Service Provider is authorized nor its employees, agents or representatives shall at any time attempt to act on behalf of the Department to bind any other party in any manner whatsoever to any obligations. Neither the Service Provider, nor its employees, agents nor representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the Department.

16.3 Nothing in this Contract shall be deemed to constitute a partnership or other profit-sharing arrangement between the Parties.

17. INDEMNIFICATION

The Service Provider agrees to indemnify and hold the Department harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Department that result from the acts or omissions of Service Provider or its employees, agents, or representatives.

18. FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with this Contract shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act, 1940. The number of arbitrators shall be three (03) unless otherwise mutually agreed by the Parties. The venue of the arbitration shall be Peshawar, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

Note: This Contract is a Draft Agreement subject to change in terms and conditions upon negotiation with the successful bidder during the award of the contract. The Service Providers should only follow the terms of reference and instructions given in this RFP document for submission of their bids.

IN WITNESS WHEREOF the parties have caused this Contract Agreement to be signed on the Day and Year above written.

Signed for & on behalf of the Department

By: Hafiz Dr. Muhammad Ibrahim

Title: Director E&SE

CNIC:

Date: ____/____/2019

Signed for & on behalf of the Service

Provider -----

By:

Title:

CNIC:

Date: ____/____/2019

Witness 1	Witness 2
Name: _____	Name: _____
Designation: _____	Designation: _____
CNIC: _____	CNIC: _____
Signature: _____	Signature: _____