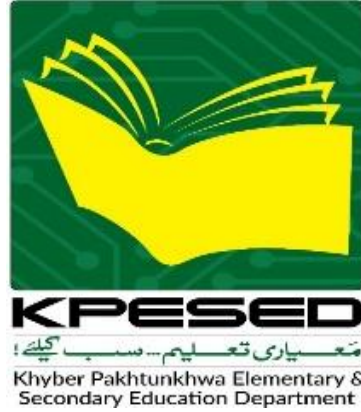


Directorate of Elementary & Secondary Education
Khyber Pakhtunkhwa, Peshawar



REQUEST FOR PROPOSAL (RFP)

For

HIRING OF SERVICES FOR DISBURSEMENT OF STIPENDS

For

Universal Stipend Programme (USP) for Primary & Secondary Classes (Girls & Boys) (KG to Class-10) In NMDs, Khyber Pakhtunkhwa

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DEFINITIONS:

- a) "Bidder/Tenderer" means a registered **(A) a Cellular Services firm/Telecom Organization Associated With A Microfinance Bank and/or (B) a State Bank approved Scheduled Bank having digital (branchless) banking system** complying with criteria and other terms & conditions given in this bid solicitation document that has submitted its bid as per the given requirements.
- b) "Bidding document" means this document along with its appendices and annexure offered to the potential bidders/firms as a result of RFP against payment of specified charges in order to invite technical and financial bids from the eligible firms to disburse stipends to the Boys and Girls as per requirements of Elementary & Secondary Education Department Khyber Pakhtunkhwa under the provisions of award of contract agreement.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Contract Price" means the entire sum of portion thereof payable to the bidder/ firm under the Contract for the full and proper performance of its contractual obligations.
- e) "Client" means the organization/deptt with which the selected bidder/consulting firm signs the Contract for the provision of Services.
- f) "Firm" means any telecom organization and financial institution including a Joint Venture and/or State Bank approved Scheduled Bank having Digital Banking system that will provide the Services to the Client under the Contract.
- g) "Bid Data Sheet" means such part of the Instructions to firms used to reflect specific assignment conditions.
- h) "Day" means calendar day.
- i) "Government" means the Government of Khyber Pakhtunkhwa.
- j) "Instructions to Bidder" means the document which provides firms with all information needed to prepare their Proposals.
- j) "Joint Venture" means a firm which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the firm's obligations under the Contract.
- k) "KPPRA" is a Khyber Pakhtunkhwa Public Procurement Regulatory Authority, established by the Government of Khyber Pakhtunkhwa
- l) "Personnel" means qualified persons provided by the firm and assigned to perform the Services or any part thereof.
- m) "Proposal" means a technical proposal or a financial proposal, or both.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.

- q) "Standard Electronic Means" includes facsimile and email transmissions.
- r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the firm is fully responsible.
- s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the firm, and expected results and deliverables of the assignment.

Invitation For Bid

RFP No. I-I/2020-2021/E&SE_Stipends/NMDs/KP.

Peshawar

1. Director Elementary & Secondary Education (E&SE), Khyber Pakhtunkhwa, GoKP, requires the services of eligible interested firms for the purpose of provision of stipend to the students of Merged Districts Khyber Pakhtunkhwa in an efficient and transparent manner.
2. The consulting firm must be a Cellular company/ a telecom organization associated with a microfinance bank or a State Bank of Pakistan (SBP) approved scheduled bank having digital (branchless) banking system with sound financial standing, requisite experience, cash transfer expertise and professional reputation for performing similar assignment.
3. Sealed bids are invited from reputed firms/companies registered with Sales Tax, Income Tax & other relevant Govt; Registration Authorities.
4. Submit their proposals through **Single stage two envelope** in one sealed covering envelope having separately sealed technical and financial proposals.
5. Bid solicitation documents containing complete details relating to details of stipends and eligibility along with detailed terms & conditions of the procurement process can be obtained from the office of the undersigned during office hours till **25/02/2021**. The Bidding Documents can also be downloaded from the following official website **www.kpese.gov.pk**.
6. A pre submission conference will be held on **16/02/2021, at 11:00 AM**, at Conference Room of Directorate of E&SE, Khyber Pakhtunkhwa GT Road, Peshawar. The bidders are requested to thoroughly study the Bidding Documents before pre-bid conference for any clarification of their queries during the said conference. The bidders are advised that principle of social distancing due to COVID-19, shall strictly be followed. Only one bidder or his representative is allowed to attend.
7. The bids shall reach to the Office of the undersigned through registered Dak or Courier Services or by hand through acknowledgement receipt on or before **25/02/2021 at 02:00 PM**. The bids shall be opened on the same day by the Procurement Committee in the presence of Representatives of the bidders who chose to attend at **2:30 PM**, Bid submitted after due date & time shall be treated as non-responsive.
8. The system shall be selected under **Least Cost Based Selection** and procedures described in this RFP.
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in KPPRA Procurement Rules 2014.

Director (E&SE),
Khyber Pakhtunkhwa, Peshawar.
091-9225344
091-9225339

10. The RFP includes the following documents:

- I. Section 1 - Letter of Invitation
- II. Section 2 - Instructions to Consultants and Data Sheet
- III. Section 3 - Technical Proposal: - Standard Forms
- IV. Section 4 - Financial Proposal - Standard Forms
- V. Section 5 - Terms of Reference
- VI. Section 6 - Standard Forms of Contract

11. Please inform us in writing at the following address: Directorate of Elementary & Secondary Education, GT Road, Peshawar within 3 days of receipt:

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

Yours sincerely,

Director Elementary & Secondary Education,
Khyber Pakhtunkhwa, Peshawar

2. Instructions to the Firm (ITC) and Data Sheet:

- 2.1 To prepare a proposal, please use the attached Forms / Documents listed in the Data Sheet.
- 2.2 Bidder(s)/firm(s) requiring a clarification of the Documents must notify the Client, in writing, not later than five (05) days before the proposal submission date. Any request for clarification in writing shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond to such requests and copies of the response shall be sent to all invited firms.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 2.4 Conflict of Interest & Conflicting Relationships. Firms are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Firms 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 Firm or the termination of its Contract.
Without limitation on the generality of the foregoing, Firms, 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 firm that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- ii) A Firm (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 Firm to be executed for the same or for another Procuring Entity.
- iii) A Firm (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 (a) the preparation of the Terms of Reference of the Assignment, , (b) the selection process for such assignment, or (c) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

2.4.2 Conflicting Relationships:

Government officials and civil servants may be hired as firms 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.

2.5 Fraud and Corruption:

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

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

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

2.6 Integrity Pact:

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

- 2.7 The GCC along with the provision of KPPRA Act 2012, Procurement Rules 2014 and the SBDs made there under will also applicable mutatis mutandis.

3. PREPARATION OF PROPOSAL

- 3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language in typed form.

a. Technical Proposal

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
- i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
 - ii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.
 - iii) The key professional staff proposed for the assignment shall be permanent employees of the firm.
 - iv) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
 - v) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position, where required by the client.
 - vi) Reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.
- 3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in

Appendix 1:

- | | |
|----------|--|
| I-Form-1 | A brief description of the Consultant's organization and an outline of previous experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement. |
| I-Form-2 | A list of relevant projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken. |
| I-Form-3 | Firm's understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the firms propose to perform on the activities and completion of the assignment. |
| I-Form-4 | Any comments or suggestions on the TOR;
The Firm's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR. |

- | | |
|----------|---|
| I-Form-5 | CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years. |
| I-Form-6 | A monthly work plan, illustrated with a gantt chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type. |
| I-Form-7 | A schedule for compilation and submission of various types of reports/outputs/deliverables as envisaged in of TOR. |
| I-Form-8 | A work plan and time schedule for the key personnel also showing the total number of man-days by each key person. |
| I-Form-9 | The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions. |

Any additional information as requested in the Data Sheet.

- 3.5 The technical proposal shall not include any financial information. The Firm's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal. The Technical Proposal should not include the cost/financial bid under any circumstances; else it would be summarily rejected.

b. Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover operational cost/remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles if any, office equipment furniture and other associated requirements), awareness campaigns and other associated activities related to disbursement of stipends etc. These costs should be given in breakup costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 3.
- 3.7 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. ^[11]_[SEP]
- 3.8 All pages of the Technical and Financial Proposals are to be authenticated.
- 3.9 Bid Security/ Earnest Money

The firm will have to provide a Bid security of Rs.2,000,000/- (Rupees two million only) in the form of a CDR or demand draft, issued in favour of Director E&SE Khyber Pakhtunkhwa. ^[11]_[SEP]

In the event of non- submission of the Bid Security, the proposal will be summarily rejected. ^[11]_[SEP] The Bid security amount will be forfeited if upon being declared successful the firm refuses to repudiate the contract offer or having accepted the work order, fails to carry out its obligations mentioned therein. ^[11]_[SEP]

The Bid security of the successful bidder would be refunded upon submission of Performance Guarantee as per Letter of Acceptance (LOA) issued to the successful firm

- 3.10 Costs shall be expressed in Pak Rupees.

- 3.11 Conditional, erroneous and incomplete Bids will be rejected outright
- 3.12 The firm shall neither assign nor transfer, entirely or in part, the obligation derived here from in favor of any third party

4. SUBMISSION OF PROPOSALS

4.1 The firm shall submit **one original technical proposal and one original financial proposal**. Each proposal shall be in a separate envelope. All technical proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and the financial proposals in the one marked "FINANCIAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE."

4.2 The representative's authorization shall be confirmed by a written "POWER OF ATTORNEY" accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Firms themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

4.6 Modification, Substitution and Withdrawal of Proposal: No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in BDS of this RFP. However, bidder is allowed to withdraw his bid documents till deadline for submission of proposals or the time given earlier by the procuring entity. Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

4.7 Period of Bid Validity: The Bids/ proposals shall be valid for a period of 90 days from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non- responsive ^[L]_[SEP]

In exceptional circumstances, Director E&SE may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.

4.8 Pre-Proposal Conference: The bidder's authorized representatives (not exceeding two) are invited to attend the Pre-bid meeting at their own cost, which would take place at the venue mentioned below and time:

Venue: Conference Room, Directorate of E&SE, Government of Khyber Pakhtunkhwa on 16th February 2021 at 11:00 AM

The purpose of the meeting would be to clarify queries on any aspect pertaining to the document. The amendments/clarifications, if any, occurred during discussion and agreed

to by the department would be hosted the same day on official website of information department.

4.9 Proposal Opening: The Procurement Committee would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the RFP. The maximum number of authorized representatives allowed to each bidder will not be more than two. The bidder's representative(s) shall sign a register evidencing their attendance.

5. PROPOSAL SUBMISSION & EVALUATION

5.1 Single stage- two envelope procedure shall be adopted in ranking of the proposals. **The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be evaluated in pursuance of Rule 23 (C) of the KPPRA Procurement Rules 2014. The contract shall be awarded on the basis of the firm quoting lowest financial bid amongst technically qualified bids.**

5.2 Clarification of Proposals: In the process of examination, evaluation and comparison of proposal, the PE may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.

5.3 Correction of Errors: Bidders are advised to exercise adequate care in quoting the prices/fees. No modification/ correction in quotations will be entertained once the commercial bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.

5.4 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

TECHNICAL PROPOSAL

5.5 The technical evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and merit point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). **Firms scoring less than seventy percent (70%) points shall be rejected and their financial proposals returned un-opened.**

5.6 The procuring entity reserves the right to request submission of additional information from applicant in order to clarify/further understands aspects of technical proposal, if required.

FINANCIAL PROPOSAL

For Least Cost Based Selection

5.6 The financial proposals of the consulting firms scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each

proposal shall be publicly announced to the attending representatives of the firms.

5.7 The evaluation committee shall determine whether the financial proposals are complete and without computational errors.

5.8 Evaluation of Financial Proposal (Price): Evaluation of the price proposal will consider, but will not be limited to, the Cost reasonableness and Consistency with the technical proposal.

5.9 Correction of Errors

Proposals determined to be substantially responsive shall be checked for any arithmetic errors. Errors shall be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

The amount stated in the proposal shall be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the firm, shall be considered as binding upon the firm. If the Firm does not accept the corrected amount, the proposal shall be rejected.

5.10 The firm quoting lowest financial bid amongst the technically responsive bids will be invited for award of contract. In case the contract could not be materialized with the successful bidder, the procuring entity may invite the second lowest bidder for award of contract.

6. CONTRACT NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Firm that submitted the highest ranking proposal in writing invite it to negotiate the Contract.

6.2 Negotiations normally take from two (02) to five (05) days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, if any, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates **(no negotiation of the staff remuneration/month rates).**

6.5 Having selected Firms on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.

6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Firms shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Firms that received the second highest score in ranking to

Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked firms.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations on all the terms of the contract with the selected Firms and approved by the Competent Authority. Upon successful completion of negotiations /Initialing of the draft contract, the Client shall promptly inform the other Firms that their proposals have not been selected.

The selected Firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. PERFORMANCE GUARANTEE

The successful firm shall deposit with the PE, five (05) days of the letter of acceptance/award notice or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Guarantee (PG) amounting to 10% of the total contract value. The procuring entity has the right to negotiate the ceilings or percentage of Performance Guarantee during contract negotiation to arrive at or take some advantageous terms for the client. The Performance Guarantee can be paid in the form of Performance Bank Guarantee or in the form of a Fixed Deposit Receipt pledged to the Director E&SE. The Performance Guarantee should remain valid for a period of 150 days beyond the completion of the period of contract.

9. **Mandatory Scope of Services:** Provision of location mapping of branches, franchise and retailers details (mentioning their valid Cell No. Landline No. Postal Address and Email ID, District/ cluster wise details)
- 9.2 Availability of Online reporting portal is essential. This feature is mandatory to establish by firm within 20 days of signed contract. In case of failure, within the given period, liquidity charges will apply as per contract terms. [SEP]
- 9.3 All the payment of stipends shall be made through biometric identification and data verification report generated afterwards.
- 9.4 Submission of reports during and after completion of disbursement and cash out of funds by the service provider is mandatory.
- 9.4 Customer services on helpline number which will be operative 24/7. Firm will disseminate helpline details and program awareness sessions among masses via wide publicity/events extended period of the contract.
- 9.5 The firm will complete the disbursement (receiving of data from PE and disbursement to student) within 15 days from the date of receiving of data from PE, in case of failure the, liquidity charges will apply as per contract term. [SEP]
- 9.6 All relevant data of beneficiaries including names, CNIC numbers, mobile phone numbers, and amounts to be disbursed to each beneficiary; and any other information as deemed necessary will be provided by procuring entity and the firm and/or his agents/retailors shall not use such details/info for any other purposes without the permission of procuring entity.

In case of any violation found, relevant applicable legal action will be taken against the bidder.

10. TERMS OF PAYMENT

- 10.1 Advance payment will not be considered.
- 10.2 Payment schedule is attached to achievement of deliverable & milestones which is given as under:
- 10.3 The firm will be released an amount of funds equivalent to the stipend to be released to the students identified by the client. This amount shall not be released as a whole to the account of the firm rather it will be in installment as per terms determined most appropriate by the client being its prerogative.
- 10.4. The percentage of firms's operating expense in the form of fee will be released at the submission of verification report of disbursement of stipends to the identified students as milestone.
- 10.5. The fee of the firm i.e. bid price shall be released in two tranches and thus the firm has to submit separate report as milestone for release of their operating fee.
- 10.6 Payment of stipend disbursement and cash out by beneficiary service charges will be made by the procuring entity, to the firm within 30 days after the completion of cash out transaction and receipt of valid invoice from the service provider. [L]
[SEP]

11. TERMINATION OF CONTRACT

The client may terminate the Contract in case of the occurrence of any of the events specified below:

- 11.1 If the firm becomes insolvent or goes into compulsory liquidation. [L]
[SEP]
- 11.2 If the firm in the opinion of the PE, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. [L]
[SEP]
- 11.3 If the firm submits to PE a false statement which has a material effect on the rights, obligations or interests of the department. [L]
[SEP]
- 11.4 If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the PE. [L]
[SEP]
- 11.5 If the firm fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing. In such an occurrence PE shall give a written advance notice of 30 days before terminating the Contract which will stand terminated after expiry of the notice period. [L]
[SEP]
- 11.6 Any other reason as may be mentioned in the contract at the time of contract execution with the firm.

12. REJECTION CRITERIA/GROUNDS FOR REJECTION OF BIDS

Besides other Terms & Conditions mentioned in RFP, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

- 12.1 Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.

- 12.2 Incomplete Bids will be rejected outright.
- 12.3 The Technical Bid shall contain no commercial details failing which the PE shall reserve the right to reject the bid summarily.
- 12.4 The price quoted by the Bidder is not inclusive of all statutory taxes and levies applicable.
- 12.5 Bids not submitted under single stage two envelope in two separate envelopes as prescribed in the RFP.
- 12.6 Bids received after due date & critical time will straightaway be rejected
- 12.7 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 12.8 The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. [L]
[SEP]

13. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT

1. BACKGROUND

1.1 SCOPE OF WORK:

It is necessary for the E&SED to provide specialized incentives to encourage one of the most marginalized groups of children (girls & boys) to enroll and complete their primary and secondary education. CCTs or stipends provide an avenue by which incentives can be used to achieve the Government of KP's objectives. In the case of NMD's Universal Stipend Programme the detailed objectives are as under:

- To increase the enrolment of children within the NMDs at the key grades of early Primary and Secondary to encourage enrolment at the correct age;
- To ensure completion of Primary and Secondary education within the NMDs;
- To increase attendance rates of children across Primary and Secondary level;

2.1 Specific Scope & Objective of the program: This section is linked up with the section 9 above and the conditions given therein shall apply on the firms for successful implementation of NMD's Stipend Programme.

The proposed project would consist of cash stipends being provided to children studying in primary (KG to Class-V) and Secondary (Class-VI to Class-X) classes. Moreover, NMDs are the most deserving due to their worst law & order situation, low enrolment and high drop-out rates..

The stipend amounts for each girls & boys would be as follows:

- PKR 500/month boys primary
Please note that number of boys' students is approximately: **329,963**
- PKR 1,000/month for girls primary
Please note that number of girls' students is approximately: **198,043**

- PKR 1000/month boys secondary
Please note that number of boys students is approximately: **70,822**
- PKR 1,000/month for girls secondary
Please note that number of girls students is approximately: **22,659**

Stipends would be provided for a total of 9 months, i.e. in line with the number of academic months in a year. The stipends to primary and secondary would be distributed in one tranche based on 70% and 80% attendance respectively.

The amount of stipend for eligible boys primary students will be PKR 4,500 (lump sum) and PKR 9,000 (lump sum) will be for eligible girl primary students. The amount of stipend for eligible boys secondary students will be PKR 9,000 (lump sum) and PKR 9,000 (lump sum) will be for eligible girl secondary students.

3. DELIVERABLES

The deliverables of the assignment are:

3.1 Inception report

Submission of Strategy plan within 05 days of signing of contract, including approach and methodology, Areas of Activity, List of Tools & Equipment, ICT deployment, Schedule of Supply, and other related details based on existing Market Analysis.

3.2 Final report(s)

A Standalone Final Report with an **Executive Summary** of the entire assignment to be presented as a policy paper/briefing note;

13. CONFIRMATION OF RECEIPT

13.1 Please inform the Directorate of E&SE:

- i) that you received the letter of invitation;
- ii) whether you will submit a proposal; and
- iii) if you plan to submit a proposal, when and how you will transmit it so as the process could be completed in a vigilant manner.

BID DATA SHEET

1.1 The name of the Assignment is :

Disbursement of Stipends to the eligible students of NMDs

The name of the Client is:

Director Elementary & Secondary Education, Khyber Pakhtunkhwa, Peshawar

1.2 The description and the objectives of the Assignment are:

As per TORs included in RFP.

1.3 Phasing of the Assignment (if any): Annexure/Scope of work

1.4 Pre-Proposal Conference: The Department shall hold a pre-bid meeting on **16.02.2021** in the Committee Room of Director E&SE department, Khyber Pakhtunkhwa, Peshawar, Pakistan, at 11:00 PM

1.5 The Client shall provide the following inputs:

As per Deliverables listed below

2 **Eligibility of the bidder:** The bidder should be a Cellular service provider (Lead Organization) associated with a Scheduled Bank or Microfinance Bank for alternate payment mechanism and/or a State Bank approved Scheduled Digital Banking System.

[SEP]

2.1. Registration with Federal Board of Revenue for withholding tax and GST and KPRA
2.2 Associated Scheduled Bank or Micro-finance Bank must have banking license from State Bank of Pakistan having experience and capability for alternate payment mechanism through telecom companies associated with banks

2.3 Telecom organization must be registered for having legal status

2.4 Schedule Bank or Micro-finance Bank must have earned Credit Rating of at least [SEP] "A" level.

2.5 The stipend disbursement firm, must not be blacklisted by any government or bi-lateral/multi-lateral financial institution

3. Documents for RFP

3.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms TOR / Background information, Draft Form of Contract, Sample formats / Appendices etc.

3.2 The address for seeking clarification is:

Director E&SE, Khyber Pakhtunkhwa, GT Road, Peshawar, Pakistan.

Phone No.091-9225344, 091-9225339

3.3 (i) A firm in JV is eligible to apply. **YES**

Note for Joint Ventures:

- 3.1.1 The lead firm should have at least 50% (fifty-percent) of the staff/agents nominated to work on the assignment.
- 3.1.2 All key input and core staff of the firm should be nominated by name in the proposal. During evaluation 5% marks will be deducted for each TBN (To be nominated) position of the requisite staff.
- 3.1.3 The key staff of the firm must be proficient in written and spoken English.
- 3.1.4 The firm may propose their additional positions and an adjustment of man-days for key personnel so far as total man-days for key personnel remain the same.
- 3.1.5 The estimated man-days input (key personnel & Technical staff) for firm will be given by the firm according to their own professional judgment.

- (ii) The sub-firm shortlisted by client may participate in several proposals: No
- (iii) The estimated number of key professional staff: Attached as Annexure-A.
- (iv) Proposed key staff shall be permanent employees who are employed with the firms at least six months prior to submission of Proposal. Yes (✓) No _____

(v) The firm should designate a Project Manager who would be a single point contact for handling of the functions related to the performance of Assignment.

- 4.1 The number of copies of the Proposal required is: **One original.**
- 4.2 The address for writing on the proposal is: **Director E&SE, Khyber Pakhtunkhwa, GT Road, Peshawar, Pakistan**
Telephone: 091-9225344
Facsimile: 091-9225339
- 4.3 The date and time of proposal submission are: 22 February, 2021 till 02:00 PM which will be opened the same day at 02:30 PM in the conference Room of Directorate of E&SE, Khyber Pakhtunkhwa, GT Road, Peshawar.
- 4.4 Validity period of the proposal is (days, date): 90 days
- 4.5. Provision of location mapping of branches, franchise and retailers details (mentioning their valid Cell No. Landline No. Postal Address and email id, District and City wise) (Mandatory provision)
- 4.6. Helpline is mandatory to establish by the successful bidder/firm within fifteen days (15) days of signed contract.
- 4.7. Affidavit of firm not blacklisted in any Government or Semi Government entity.

5. **The points/weightage given to each category of Evaluation Criteria are:**

5.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

S.No	Description of Indicator	Allocable Marks	Parameters/ Sub-allocation	Remarks
A)	Firm Profile			
1	Fully functional Offices/ Infrastructure Presence	10 marks	KP-Peshawar: 05marks National level: 05marks	Registered Address of Head Office, Sub-offices, Telephones, Fax & Email
2	Physical presence/outlets for disbursement at Provincial Level.	10 marks	Up to 10,000: 05 marks Up to 12,000: 07 marks Up to 15,000: 10 marks	Attested list by the firm shall be provided
3	Physical presence/outlets for disbursement at Newly Merged Districts.	05 marks	Up to 300: 02 marks Up to 500: 03 marks Up to 700: 05 marks	Attested list by the firm shall be provided
B)	Firm's Core Experience			
1	Core experience of handling Government disbursements Projects	15 marks	Up to three projects: 05 Up to five projects: 10 Up to seven projects: 15	Attested copies of Experience Certificates
2	The ability to handle large volumes of transactions.	15 marks	Up to projects worth Rs.1000 M: 05 marks Up to projects worth Rs. 2000 M: 10 marks Up to projects worth Rs. 3000 M: 15 marks	Attested copies of Experience Certificates
5	Annual Turnover attributed to disbursement of cash/stipend.	10 marks	Up to Rs. 1000 M: 05 marks Above Rs. 1000 M: 10 marks	Attested copies of the Banks Statements
C)	Profile of Key personnel for the proposed team			
1	The CV of the team leader to demonstrate management of a minimum of three (3) successful implementation of similar projects related to this assignment. ^[1] Comprehensive CV detailing relevant experience to be attached to the proposal.	10 marks	For PD: 05 years relevant experience: 05 marks For Other team members: 03 years experience:03 marks 02 years experience:02 marks	Names, CVs, Credentials & Experience Certificates etc.

D)	Proposed methodology & Technical approach in reference to the TORs			
1	Minimum Demonstrable Competencies and Deliverables of the bidder	05 marks	Marks would equally be divided amongst Committee members	PPT to the Committee
2	Innovative ideas & suggestions presented on TORS	05 marks	Marks would equally be divided amongst Committee members	PPT to the Committee
E)	Financial Standing of the firm			
1	Income tax paid during last 03 years	05 marks	Upto Rs. 300 M: 03 marks Above Rs. 500 M: 05 marks	Income tax statement/balance sheet & challans etc.
3	Availability of capital sufficient for Assignment (last 03 years networth statement).	10 marks	Upto Rs. 1500 M: 05 marks Above Rs. 1500 M: 10 marks	Surety from Bank/Credit limit of the firm

Total points for the criteria: **100**

5.2 The minimum technical score (St) required to pass is 70%

5.3 The date, time and address of the financial proposal opening are:- will be communicated after evaluation of technical bids

5.4 The basis for bid is Cluster-wise and not on school basis. The list of the clusters is attached at Attachment-1 as part of RFP. The firm is bound to quote the rates accordingly with breakup of all components of the financial bid inclusive taxes. The procuring entity shall calculate as a total for the purpose of comparison.

5.5 The basis of award criteria is: *Lowest Bid amongst technically qualified Bids i.e. Least Cost Selection under Rule 23 (c) of KPPRA*

5.6 The Assignment is expected to commence on:-

Date: _____

Location: Khyber Pakhtunkhwa

Sincerely,

Director Elementary & Secondary Education,
Peshawar, Khyber Pakhtunkhwa

Enclosures

- Sample Forms for:-
 - Technical Proposal
 - Financial Proposal

STANDARD FORMS

APPENDIX-I

TECHNICAL PROPOSAL FORMS

FIRM'S REFERENCE

**Relevant Services Carried Out in the Last Five Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name: <u>"As in Bid Data Sheet"</u>		Country: Khyber Pakhtunkhwa,
Location within Country: Peshawar, Pakistan		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.)
Name of Associated Firm (s), if any:		No. of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: _____

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken	Project Name	Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

Approach and Methodology proposed by the firm to carry out the assignment is sub divided in to several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Conciseness, Clarity & Completeness in Proposal Presentation

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies:

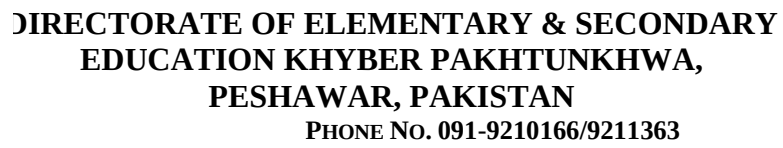
9. Detailed Tasks Assigned on the Project:

10. Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].
11. Education:
[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]
12. Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.
13. Languages:-
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].
14. Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Date: _____

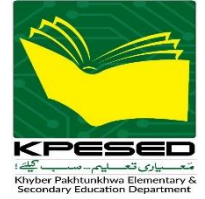
Signature of Staff Member

Day/Month/Year

[illegible]

COMPLETION AND SUBMISSION OF REPORTS

Page 29



Disbursement Process Flowchart

	Position	Days-wise (in the form of a Bar Chart)															Number
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Full Time: _____
Part Time: _____

Activities Duration _____

Yours
faithfully,

Signature

(Authorized
Representative)

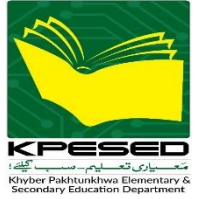
Full
Name

Designation

Address



**DIRECTORATE OF ELEMENTARY & SECONDARY
EDUCATION KHYBER PAKHTUNKHWA,
PESHAWAR, PAKISTAN**
PHONE NO. 091-9210166/9211363



Form 9



**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. Technical / Managerial Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS



FINANCIAL PROPOSAL FORMS

SUMMARY OF COST OF CONSULTANT

Salary Cost : _____/-

Direct Cost : _____/-

Final cost (in figure) _____

(in words) _____

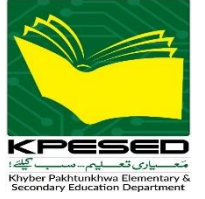
Dated ____/____/____

Chief Executive / Authorized Signature & Seal _____

Address of the company _____



**DIRECTORATE OF ELEMENTARY & SECONDARY
EDUCATION KHYBER PAKHTUNKHWA,
PESHAWAR, PAKISTAN**
PHONE NO. 091-9210166/9211363



[Form shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent]

Form 2

DETAIL BREAK UP OF COST/s



DETAIL BREAK UP OF DIRECT COST

Part-II

13. CONTRACT AGREEMENT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. Taxes & Duties
- The firm shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan

A. Ceiling

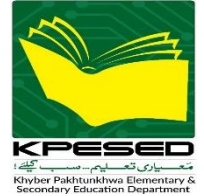
3. Payment
- For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

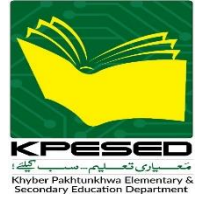
Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.



**DIRECTORATE OF ELEMENTARY & SECONDARY
EDUCATION KHYBER PAKHTUNKHWA,
PESHAWAR, PAKISTAN**
PHONE NO. 091-9210166/9211363



5. Project Administration	A. <u>Coordinator</u> The PE designates Mr./Ms. <i>[insert name]</i> as PE's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE. B. <u>Timesheets</u> 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. <u>Records and Accounts</u> The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
6. Performance Standard	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.
7. Confidentiality	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.
8. Ownership of Materials	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.
9. Liquidated Damages	If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000.00 per day. However, the amount so deducted shall not exceed, in the aggregate the value of the performance security.
10. Legal status to render Survey	The Bidder must be allowed and meet all conditions set forth by the GoKP to render services and licensed as such.
11. Force Majeure	Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Department or of the firm. Non-availability of materials/supplies/Human resource/other resource ancillary and incidental to the conduct of instant services or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department. The firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure. If a Force Majeure situation arises, the firm shall, by written notice served on the Department, indicate such condition and the cause thereof. Unless



9. Dispute
Resolution

otherwise directed by the Department in writing, the firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

i). The Department and the Consulting firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

ii). If, after thirty working days, from the commencement of such informal negotiations, the Department and the consulting firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by Secretary Law, Parliamentary Affairs and Human Rights Department KP in accordance with said Law. The award shall be final and binding on the parties.

FOR THE PROCURING
ENTITY

Signed by

Title:

FOR THE CONSULTANT

Signed by

Title: