

Outsourcing Support Services through Competitive Bidding



INVITATION TO BID

Hiring of Service Provider

For

Outsourcing Support Staff Services

At

Khyber Pakhtunkhwa Revenue Authority (KPRA)



Khyber Pakhtunkhwa Revenue Authority(KPRA)

KPRA HQ, near Railway Track, Phase 3 Chowk, Hayatabad, Peshawar.



INVITATION TO BID

Procurement of Support Staff Services at Khyber Pakhtunkhwa Revenue Authority (KPRA)

1. The Khyber Pakhtunkhwa Revenue Authority (KPRA) intends to hire the services of Service Provider for provision of human resources in various support services that include; Drivers, Notice Servers, Photostat Operators, Chowkidar, Naib Qasid, Cleaner/Sanitary Workers
2. Sealed proposals are invited from firms registered with Sales Tax, Income Tax Authorities including KP-Revenue Authority and Security Exchange Commission of Pakistan (SECP).
3. The system of selection shall be Least Cost Selection (LCS) under Rule 23 of KPPRA Procurement Rules whereas the method of procurement shall be Single Stage-Two Envelopes comprising a single package containing two envelopes separately sealed Technical & Financial Proposals clearly marked in bold & legible letters.
4. Bid Solicitation Document containing complete details relating to eligibility criteria, Scope, Terms of Reference, Evaluation Criteria along with other related Terms & Conditions can be obtained from the office of the undersigned during office hours till 11:00 AM on 02/08/2019 against the non-refundable cash payment of Pak Rupees One Thousand (Rs. 1000/-PKR). The Bid Solicitation Document can also be downloaded from the following official websites www.kpra.gov.pk.
5. A pre bid conference will be held on 26/07/2019, at 2:00 PM, at Conference Room of KPRA, Peshawar. The bidders are requested to thoroughly study the BSD before pre-bid conference for any clarification of their queries during the said conference.
6. 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 02/08/2019 at 11:00 AM. The bids shall be opened on the same day by the Procurement Committee in the presence of representatives of the bidders who choose to attend at 11:30 AM, bid submitted after due date & time shall be treated as non-responsive.
7. Each bid shall contain bid security of 2% of the bid price in shape of Pay Order (PO), Call Deposit Receipt (CDR) or Demand Draft (DD) in favour of Director General, KPRA.
8. The undersigned reserves the right to reject any or all the bids as per provisions contained in KPPRA Procurement Rules 2014.

**Director HR, Admin & Coordination
Khyber Pakhtunkhwa Revenue Authority (KPRA)**

SECTION 1 - INSTRUCTIONS TO BIDDERS (ITB)

1. **Background of the Organization**

The Khyber Pakhtunkhwa Revenue Authority (KPRI) is a corporate entity established under the KP Finance Act 2013, with an aim to make Khyber Pakhtunkhwa self-reliant. The Authority has been mandated to collect sales tax on services across the province.

2. **Objectives:**

The Khyber Pakhtunkhwa Revenue Authority (KPRI) intends to invite sealed bids from tax registered eligible bidders for procurement of support services as described in detail in the bidding document.

3. **General Instructions:**

- 3.1. Request for Proposal (RFP) is invited from registered firms to provide qualified Human Resource to KPRI for its Head Quarter and Field Offices.
- 3.2. The selected Service Provider shall ensure to pay the deployed staff at the Authority at least the minimum wage pay as per Government of Pakistan rules.
- 3.3. The rates shall be inclusive of all taxes, cost of uniform and any appropriate equipment required for successful provision of required services, however Over Time charges shall be separately mentioned in the financial bids.
- 3.4. The number of positions may increase or decrease with passage of time.
- 3.5. Following award the selected Service Provider will provide complete files regarding the staff provided to the Authority, that shall include, NADRA verified copy of CNIC, educational certificate and experience certificates, photographs, police clearance certificate.
- 3.6. Please note that the costs of preparing the proposal and of finalizing the contract, including visits for discussion with KPRI are not reimbursable.
- 3.7. KPRI requires that the hired firm / agency provides professional, objective, impartial services and at all times holds the KPRI's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms / agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest

of the KPRA.

4. Scope of Services:

The selected Service Provider will be responsible for the following activities:

- 4.1. The Service Provider shall provide the required Support Services as specified and described in section 5 below.
- 4.2. The Service Provider will ensure to provide uninterrupted services in a timely manner.
- 4.3. The Service Provider at its end shall maintain sufficient record of its employees to be deployed at KPRA premises.
- 4.4. The Service Provider will indemnify KPRA from all kinds of legal, security and financial losses that may arise due to any non-compliance by the service provider.
- 4.5. The Service Provider will have to bear overall responsibility of its personnel.
- 4.6. The Service Provider would be liable to all kind of damages caused due to leakage of any information and misplacement of any paper, record or file etc. whatsoever by their deployed personnel.
- 4.7. The Service Provider will sufficiently supervise his employees; manage all the matters with regard to communication of orders (verbally or in writing as deemed suitable).
- 4.8. The Service Provider will depute its personnel in such a manner as to ensure that at any time during office hours, all the works noted below must effectively be completed, without any complaint and delay.
- 4.9. Deploy such employees of the Service Provider who are competent, and bearing good moral character as necessary for carrying out his services under the contract. The Service Provider shall be responsible for paying wages to his employees in timely manner, exercise supervisory and administrative control over them, terminate or take disciplinary action against them as deemed necessary. It shall be clearly understood that the Service Providers employees deployed by the Service Provider shall neither have any employment relationship or employment nexus with KPRA in any form whatsoever and KPRA shall not take any responsibility whatsoever.
- 4.10. Ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the Authority against any claims with regards to above.
- 4.11. Service provider shall arrange, provide and maintain staff uniform of appropriate design and quality along with the tags/ badges and identity cards for all his employees.
- 4.12. Obtaining all permits, NOCs, Licenses, certificates or registrations etc. that must be required to perform the services under this contract.
- 4.13. The Service Provider shall provide KPRA the information about its working practices, materials and shall operate in a manner which does not compromise KPRA's security or environment standards and applicable labor laws.
- 4.14. The Service Provider shall certify in writing that Service Provider's employees are fully trained to render services safely and shall ensure that they understand all risks

and hazards associated with the services. The Service Provider shall keep record of such trainings.

- 4.15.** In case of any exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Authority at any time. The Authority shall make additional payment to the contractor on pro-rata basis.

5. Specific Requirements from the Service Provider

Following services are required in high quality, prompt and efficient manner, which includes but not limited to the following:

5.1 Services: Notice Server:

Total required: 03

Education and Experience: Matric 2nd Division, Preferably with computer literacy and possessing a valid driving license of motor-cycle.

Age: 28 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Responsible for serving of legal notices including enrolment notice, compulsory registration notice, show cause notice, assessment orders etc. to a potential taxpayer/ non-filer on the business premises.
- Serve the documents in accordance with the jurisdiction of the area of service.
- Handing over the documents to the addressed personally.
- Once the documents are delivered, the notice server must provide receiving of papers that were served successfully or any replies thereof obtained from the person / business visited.
- Any other duty assigned in the Authority

5.2 Services: Driver

Total required: 19

Education and Experience: Middle and possessing a valid driving license to drive Light Transport Vehicle (LTV), with at least five years' experience of practical driving preferably with reputable organizations/ projects.

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- The Driver services should be provided through healthy and literate manner.
- Operate assigned vehicle in a safe and courteous manner.
- Keep the assigned vehicle(s) clean inside and outside.
- Maintain accurate, up to date records on log book, vehicle maintenance, fuel record, accident reports, vehicle condition reports and other records that is required from management.
- Coordinate the schedule for major or periodic vehicle maintenance with management to minimize service interruptions.
- Must maintain confidentiality.
- Any other duty assigned in the Authority

5.3 Services: Naib Qasid

Total required: 10

Education: At least 2nd Class Matric

Age: 35 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Ensuring that all officers are appropriately served in terms of supplying eatables, water, tea and drinks.
- Stacking files and documents in racks/ cabinets.
- Timely provision of support in movement file/ dak/ official letters from one division to other divisions of the department or to any place within the premises of KPRA.

- Stamping of documents/ vouchers, as required.
- Proper support services for meeting rooms/ halls.
- Movement of record from record room to any place within the premises of KPRA and other regional offices of KPRA.
- Laminate, photocopy and bind documents as required.
- Services will begin 30 minutes before normal timing of KPRA till close of business.
- Ensure strict confidentiality will be maintained while rendering such services.
- Any other duty assigned in the Authority

5.4 Services: Chowkidar/Security Guard

Total required: 06

Education: Preferably Literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- To be present as per schedule provided by the KPRA for security duty during office hours and at night time for intended functions.
- To perform all intended functions as per Security SOPs in the Authority.
- Any other duty assigned in the Authority.

5.5 Services: Cleaner/ Sanitary Worker

Total required: 03

Education: Preferably Literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Ensure office building, washrooms, parking and the premises of KPRA stays clean and hygienic.
- Dispose of trash in safe, effective, and environmentally friendly ways.
- Must be able to lift heavy trash cans, furniture, electronics, metal and plastic containers, trash bags, and bulky packaging.
- Able to follow departmental policies and procedures.
- Assist with various odd/end jobs as assigned by the manager and or supervisor.
- Any other duty assigned in the Authority.

5.6 Services: Photostat Operator

Total required: 03

Education: At least 2nd Class Matric with relevant work experience

Age: 35 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Operate one or more of a variety of office machines, such as photocopying, photographic, and duplicating machines, or other office machines.
- Read job orders to determine the type of work to be done, the quantities to be produced, and the materials needed.
- Compute prices for services and receive payment, or provide supervisors with billing information.
- Set up and adjust machines, regulating factors such as speed, ink flow, focus, and number of copies and load machines with materials such as blank paper or film.
- Monitor machine operation, and make adjustments as necessary to ensure proper operation.
- Maintain stock of supplies, and requisition any needed items.
- Clean machines, perform minor repairs, and report major repair needs.
- Cut copies apart and write identifying information, such as page numbers or titles, on copies.
- Operate auxiliary machines such, staplers, and paper punching, folding, cutting.

- Any other duty assigned in the Authority.

5.7 Services: Mali/Gardener

Total required: 01

Education: Preferably literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Performing gardening related work i.e. maintenance of lawns, trees & plants.
- Watering, cleaning of lawns, flower beds, plants, trees etc. regularly & when required.
- Collection & disposal of relevant lawns, flower beds, plants, trees etc. regularly & as and when required
- Weeding, pruning & thinning of plants, trees etc.
- Growing & preparation of plants for future seasons.
- Any other duty assigned in the Authority.

6. Mandatory Eligibility Criteria:

All proposals must meet the mandatory eligibility criteria to be considered for technical evaluation. The proposal(s) that do not meet the mandatory eligibility criteria shall be considered non responsive and shall not be evaluated further with the reason(s) of rejection clearly mentioned against each.

Documents required from the Eligible Firms/Agency

1	Proof of Certificate of Incorporation or Registration with SECP
2	The bidder should be registered with relevant Tax authorities FBR and KPRA and should be on active tax payers list of both the Authorities.
3	Affidavit on stamp paper that the Firm/agency is not insolvent and bankrupt and has no legal obligations on business or any business related activities in Pakistan.

4	Affidavit on stamp paper that the Firm/agency has not been blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization, and there is no legal case against them in any court of law (in case of any pending or ongoing case the firm/ agency shall provide complete details to Khyber Pakhtunkhwa Revenue Authority).
5	Proof of EOBI Registration of the company.
6	Proof of Social Security registration of the company.

7. Clarifications & Amendments:

- 7.1.** Firm/Agency may request in writing for clarification of any of the provisions of the RFP documents on the date as specified in RFP for pre-bid conference. Any subsequent queries will neither be entertained nor responded.
- 7.2.** At any time before the submission of proposals, KPRA may, for any reason, whether at its own initiative or in response to a clarification requested by an intended firm, amend the RFP and notify the parties. Any amendment shall be issued in writing through addenda; it shall be sent by mail and will be binding on them.
- 7.3.** KPRA may, at its sole discretion, extend the deadline for the submission of proposals.

8. Preparation of Proposal:

Firms are requested to submit their proposals (technical & financial in two separate envelopes, Technical Proposal in Technical Envelope and Financial Proposal in Financial Envelope), before but not later than **11:00 am on 02/08/2019/**. Proposals must be in English language and the financial proposal must be in Pak Rupees.

8.1. Technical Proposal:

In preparing the Technical Proposal, intended firms/agency are expected to examine the scope of service and all related documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.

8.2 While preparing the Technical Proposal, intended firms/agency must give particular attention to the following:

“If an intended firm/agency considers that it does not have all the expertise for the assignment, it may include in the proposal name of sub-firms/ experts by associating with them either as individual firm(s) and/or other firms or entities in a joint venture. Foreign firms/agency may associate local firms by entering into a joint venture, clearly spelled out in the offer”.

8.3 Technical Proposal shall provide the following as per Standard Forms

(Section 2)

- a) Technical Proposal Submission Form (Section 2, FORM 1A)
- b) Background information of the firm/agency including Registration Certificate, location and branches along with number of employees and financial position of the firm/agency (Section 2, FORM 1B).
- c) Brief Description of Similar Specific Experience of the Firm/Agency for providing human resources services for Government Organizations/Autonomous bodies completed. (Section 2, FORM 1C)
- d) Brief Description of the General Experience of the Firm/Agency in providing other support services to Government Organizations/Autonomous bodies. (Section 2, FORM 1D)
- e) Brief description of the methodology and work plan including timelines for performing the assignment should be provided (Section 2, FORM 1F).
- f) Details of the Team Lead/Focal Person (Section 2, FORM 1H)
- g) Details of Core Team Members (Section 2, FORM 1J)
- h) Details of complaints/ cases lodged in different courts of law against the agency or any or its team members/employees (FORM 1K).

Note: The Technical Proposal shall not include any financial information.

8.5 Financial Proposal

- a) In preparing the Financial Proposal, firms/agency are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 3) and include all costs associated with the assignment supported with breakup.
- b) The proposal should clearly state that the fee and price quoted is inclusive of all the local taxes, duties, fees, levies, and other charges under the Pakistani law, on the firms/agency, the sub-contractors, and their personnel, as applicable during the currency of proposal submission. The firm/agency should further state that deposit of all such taxes, duties, fees, levies and other charges shall be the sole responsibility of the firm and KPRA will not be held responsible for any short/excess payment of any of the aforementioned charges.
- c) Firms/Agency should express the price of their services in Pakistani Rupees.

- d) Commissions and gratuities, **if any**, paid or to be paid by firms/agency and related to the assignment will be listed in the Financial Proposal submission form (Section 3, FORM 2A).
- e) The proposal must remain valid for a period of 90 days after the submission date. The firm/agency is expected to keep available the professional staff proposed for the assignment during this period. If the KPRA wishes to extend the validity period of the proposals, the firms/agency who do not agree have the right not to extend the validity.

8.6 Submission, Receipt, and Opening of Proposals

- a) The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting.
- b) An authorized representative of the intended firm/agency will initial all pages of the proposal with official stamp affixed on the same. The representative's authorization should be confirmed by a written power of attorney accompanying the proposal.
- c) For both Technical and Financial proposals, the firms/agency shall prepare two copies of each proposal. Each Technical and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies, the original governs.
- d) The original and two copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL. Both envelopes shall be placed into an outer envelope and sealed.
- e) The completed Technical and Financial Proposals must be delivered at the submission address on or before **11:00 AM on 06/08/2019**. Any proposal received after the closing time for submission shall be returned unopened.
- f) The Technical Proposal shall be opened at **11:30 AM on 06/08/2019** by Procurement Committee. The Financial Proposal shall remain sealed. The date and time of opening of the Financial Proposals shall be notified to all the shortlisted bidders on the date of opening of Technical Proposals. Financial Proposal(s) (sealed) of unsuccessful bidder(s) shall be returned to their respective representative on the day of opening of Financial Proposals.

8. General Terms of Proposal Evaluation:

- a) From the time the bids are opened to the time the contract is awarded, if any firm/agency wishes to contact the KPRA on any matter related to its proposal, it should do so in writing at the above mentioned address.

- b) Any effort by the bidders to influence KPRA, in the proposal evaluation, proposal comparison or contract award process shall result in automatic disqualification.
- c) Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- d) Before Technical Evaluation, the bidders that meet the minimum Eligibility Criteria i.e. Mandatory Eligibility Criteria shall be evaluated further for Technical Evaluation. The proposals submitted by bidder that does not meet Eligibility Criteria (Mandatory Eligibility Criteria) shall be rejected and shall not be evaluated.

9.1 Evaluation of Technical Proposals

The Evaluation Committee, appointed by the KPRA as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the scope of work, applying the evaluation criteria, sub-criteria and point system as specified below. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Bid or if it fails to achieve the minimum technical score indicated below.

The minimum technical score required to pass: 70%

S.No	Criteria	Total Marks	Remarks
1.	Firm's/Agency's Profile Fully functional Offices (KP-05 marks, National Level-05 marks each.	10	
2	Year of Establishment of the firm (01 mark for each year until the date of publishing of the advertisement)	10	
3.	Specific Experience of the Firm/Agency in Providing Human Resources of similar type/nature & complexity completed, 02 marks for each completed project. (Form 1C)	26	
4.	General Experience of the Firm/Agency in providing human resources to the government institutions during last 5 years , 02 marks for each project) (Form 1D and Form 1E)	14	
5.	Proposed Methodology (Understanding of the TORs and Mode of Execution: A descriptive analysis on methodology) (Form 1E)	10	
6.	Qualifications/competence and ready availability of Team Lead to conduct similar projects (Complete details of HR dedicated for the project including their CVs and relevant	10	

	experience) (Form 1F 1G)		
7.	Overall Annual Turnover during last 05 years (Up to 10 Million: 05 marks, Above 10 Million: 10 marks)	10	
8.	Income tax paid during last 05 years, 2 marks per year on provision of evidence of payment of income tax	10	
	Total Marks	100	

9.2 Evaluation Criteria

The minimum technical score required to be eligible is: 70%

9.3 Opening and Evaluation of Financial Proposals:

After the technical evaluation is completed, the KPRA shall notify those firms/agency whose proposals did not attain the minimum technical score or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened on the day of opening of Financial Proposals. The KPRA shall simultaneously notify the firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by mail.

- a) The Financial Proposals shall be opened publicly in the presence of the firms’/agency’ representatives who choose to attend. The name of the firm/agency, the technical scores, and the proposed prices, costs, fees etc. shall be read aloud and recorded when the Financial Proposals are opened. The KPRA shall prepare minutes of the public opening.
- b) The Evaluation Committee will determine whether the Financial Proposals are complete (i.e., whether they have provided cost for all items of the corresponding Technical Proposal. In case of any computational error in the price, the quantity multiplied by rate will prevail. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the Pakistani law if included in the bid by the bidder in respect of his foreign partners/firms.
- c) Single stage – two envelope procedure as laid down in Khyber Pakhtunkhwa Public Procurement Rules 2014 (KPPRA) would be followed for the evaluation and final selection of the firm for the award of this Contract.
- d) Criteria for award of Contract: The system of selection shall be Least Cost Selection (LCS) under Rule 23 of the Rules ibid. The weights given to the Technical (TP) Proposal is 100 Marks and qualifying score for technical proposal is 70%. The firm, which obtained 70% of the marks in Technical Proposal, shall be eligible for

opening of Financial Proposal (FP). As per LCS system, the firm having lowest quoted price in technically qualified firms shall be the successful bidder.

9. Contract Award and Timelines:

The selected executing agency will be required to sign an agreement (initially for a period of One Year which is extendable subject to the satisfaction of the Authority).

- a) The contract will be awarded on completion of evaluation of bids and upon completion of all codal formalities.
- b) The assignment is expected to commence within a month of award of contract.

11. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firms who submitted the proposals or to other persons not officially concerned with the process, until the successful firm has been notified that it has been awarded the contract.

12. Performance Guarantee:

Successful bidder shall submit a performance guarantee amounting to ten percent (10%) of the bid value in the form of a Bank Guarantee in favor of “**Director General Khyber Pakhtunkhwa Revenue Authority**”.

SECTION 2 – STANDARD FORMS

- FORM 1A:** Technical Proposal submission form
- FORM 1B:** Firm's/Agency's Profile
- FORM 1C:** Specific/Similar Experience of the Firm/Agency in providing support staff/human resource services for Government Organizations/Autonomous bodies
- FORM 1D:** General experience, List of the type of Human Resources provided by the Agency to other Organizations
- FORM 1E:** Proposed Methodology & Work Plan
- FORM 1F:** Team Lead/Focal Person
- FORM 1G:** Core Team Members
- FORM 1H:** Complaints/ Legal Cases against the Firm/Agency
- FORM 1I:** Details of Infrastructure/ Personnel/ Teams available at different locations in Pakistan

FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM

Date:

To:

Director General
Khyber Pakhtunkhwa Revenue Authority

Sir/Madam,

We, the undersigned offer to provide qualified human resource for Khyber Pakhtunkhwa Revenue Authority in accordance with your Request for Proposal dated [Advertisement Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We 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:

FORM 1B: FIRM'S/AGENCY'S PROFILE

S#	Profile	
1.	Profile of the Firm: i. Background of the Firm/Agency ii. Registered age of the Firm/Agency iii. Core Business Area	
2.	i. Location of Firm's/Agency's Office/Sub Office ii. Number of branches iii. Number of employees	
3.	Financial Position i. Name of Banks ii. Certificate of Financial Position from bank iii. Copy of Annual Accounts, if any	

**FORM 1C: SPECIFIC/SIMILAR EXPERIENCE OF THE
FIRM/AGENCY IN PROVIDING HR/SUPPORT SERVICES TO
GOVERNMENT ORGANISATIONS**

Name of Client	Type of Human Resources provided during the Assignment/Project (Details of the types of the posts)	Period of Assignment/Project	Value of Assignment/Project	Project Brief

FORM 1D: GENERAL EXPERIENCE OF THE FIRM/AGENCY

Sr. No	Name of Client	Details of type Human Resources provided to the client	Period of Assignment/Project	Value of Assignment/Project	Present Status of the Assignment/Project	Contact No. of focal person of client

FORM 1E: METHODOLOGY & WORK PLAN

FORM 1F: TEAM LEAD / FOCAL PERSON

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	
M.Phil	
Masters	
Bachelors	

FORM 1G: CORE TEAM MEMBERS

S. No.	Name	Qualification	No. of Years of Experience	Relevance to the Assignment
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

FORM 1H: COMPLAINTS/ LEGAL CASES AGAINST THE FIRM/AGENCY:

S.No.	Court	Complainant name, details and contact	Brief of the complaint/case	Progress/status of the case	Decision

**FORM 1I: DETAILS OF INFRASTRUCTURE/ PERSONNEL/ AVAILABLE AT
DIFFERENT LOCATIONS IN PAKISTAN.**

SECTION 3: FINANCIAL PROPOSAL STANDARD FORMS

- FORM 2A:** Financial Proposal submission form
- FORM 2B:** Summary of costs
- FORM 2C:** Breakdown of price per post including taxes

FORM 2A: Financial Proposal Submission Form

Date

To:
Director General
Khyber Pakhtunkhwa Revenue Authority
Peshawar.

Sir/Madam,

We, the undersigned offer to provide “qualified human resource” for Khyber Pakhtunkhwa Revenue Authority in accordance with your Request for Proposal dated [Advertisement Date] and our proposal [Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal, i.e. [Date]. Though included in the above mentioned fee, 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	Amount in Pak Rs.	Purpose of RFP
_____	_____	_____

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: _____

FORM 2B: Summary of Costs:

Costs	Pak Rupees
Subtotal	
Local Taxes	
Total Amount of Financial Proposal including Taxes	

FORM 2C: Breakdown of Price per Post/Service:

S.No	Posts	Cost Per Head Count(Inclusive of all Taxes)	Head Counts	Total Cost Inclusive of all Taxes)	Overtime Cost/Hour
5.1	Notice Server		3	-	
5.2	Driver		19	-	
5.3	Naib Qasid		10	-	
5.4	Chowkidar		6	-	
5.5	Cleaner/Sanitary Worker		3	-	
5.6	Photostat Operator		3	-	
5.7	Mali/ Gardner		1		
Total		-	45	-	-

Form of Contract

THIS CONTRACT (herein called the “Contract”) is made the _____ Day of the month of _____, 2019, by and between, **Khyber Pakhtunkhwa Revenue Authority**, having its place of business at Phase-3 Chowk, Railway Track Road, Hayatabad (Hereinafter referred to as “The KPRA” which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

AND

M/s _____, incorporated/ registered under the applicable laws in Pakistan, having its principal office at _____. (Hereinafter called “The Service Provider”, which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf of the other Part.

(THE KPRA and THE SERVICE PROVIDER are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS,

- a) The KPRA has requested the Service Provider to provide certain Services as defined in the Appendix A&B to this Contract (hereinafter called the “Services”).
- b) The Service Provider, having represented to the KPRA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the service charges mentioned in the Appendix E titled breakdown of contract price;

NOW THEREFORE the parties hereto hereby agree as follows: -

1. The following documents attached hereto shall be deemed to form an integral part of the Contract.

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:

Appendix A&B: Description of the Services, Performance Specifications and Terms of Reference

Appendix C: Key Personnel

Appendix D- Breakdown of the Contract Price

Appendix E- Schedule of Payments

Appendix F- Service Provider's Bid

Appendix G- Notification of Award

Appendix H- Letter of Acceptance

Appendix I- Performance Security

2. The mutual rights and obligations of the KPRA and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services only through its regular/ contracted employees, hereinafter referred to "The Service Provider's employee(s)" in accordance with the provisions of the Contract; and
 - b) The KPRA shall make payments to the Service Provider in accordance with the provisions of the Contract and deduction of all applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.
3. The Service Provider shall provide the services during the period commencing _____ and continuing through _____ or any other periods as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Khyber Pakhtunkhwa Revenue Authority, KPRA Head Quarters, Peshawar.

[Authorized Representative] / (Name, Designation & Signature)

Witness: -

Signed by: _____

CNIC #: _____

For and on behalf of the Service Provider.

[Authorized Representative] / (Name, Designation & Signature)

Witness: -

Signed by: _____

CNIC#: _____

General Conditions of Contract

A. General Conditions of Contract (GCC)

1. General Provisions

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

- a.** “Activity Schedule” is the priced and completed list of items of services to be performed by the Service Provider forming part of the Bid;
- b.** “KPRA” means the Khyber Pakhtunkhwa Revenue Authority
- c.** “Completion Date” means the date of completion of the services by the Service Provider as certified by the KPRA.
- d.** “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e.** “Contract Price Ceiling” means the maximum payments admissible under the Contract for the performance of the Services, in accordance with Clause 6;
- f.** “GCC” means these General Conditions of Contract;
- g.** “Government” means the Government of Khyber Pakhtunkhwa.
- h.** “Party” means the KPRA or the Service Provider, as the case may be, and “Parties” means both of them;
- i.** “The Service Provider’s Employee” means regular or contract employees of the Service Provider who will be assigned to the performance of the Services by the Service Provider
- j.** “Service Provider” means a firm or corporate body whose Bid to provide Services has been accepted by the KPRA;
- k.** “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the KPRA
- l.** “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- m.** “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the KPRA
- n.** “Services” means the work to be performed by the Service Provider through the Service Provider’s employees pursuant to this

Contract, as described in Appendix A titled description of the services.

o. “Subcontract” means any entity to which the Service Provider subcontracts any part of the Service in accordance with the provisions of Clauses 3.5 and 4.

1.2 Applicable Law: The Contract shall be governed by the Laws of Islamic Republic of Pakistan.

1.3 Language: The Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices: Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by the registered mail, e-mail or facsimile to such Party at the address specified in the SCC.

1.5 Location: The Services shall be performed at such locations as are specified in Appendix A and B, in the specifications and, where the location of a particular task is not so specified, at such locations, as the KPRA may approve across Khyber Pakhtunkhwa.

1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the KPRA or the Service Provider may be taken or executed by the officials specified in the SCC.

1.7 Inspection and Audit by the KPRA The Service Provider shall upon reasonable notice by the KPRA allow the KPRA’s management, its auditors to inspect, examine and audit its accounts and record which are directly relevant to the performance of the services as set for in this contract and to have them audited by auditors appointed by the KPRA, if so required by the KPRA.

1.8 Taxes, Duties and other applicable laws The Service Provider shall organize to pay its own and its employees taxes, and the KPRA is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. Any additional tax, levies; duties or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both the parties.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such date as may be stated in the SCC
2.2 Commencement of Services	The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC. The period of Contract will be for a period of One Year which is extendable subject to the satisfaction of KPRA.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the intended completion date as is specified in the SCC. If the service provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per sub-clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all the reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected party may terminate this contract as per Clause 2.6 of the Contract because of Force Majeure.
2.5.2 No Breach of Contract	The failure of the Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such an ability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract, and (b) has informed the other Party as soon as possible about occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, or additional task shall be extended for a period equal to the time during which such Party was unable to

perform such action as a result of Force Majeure or on advice of KPRA.

2.6 Termination

2.6.1 By the KPRA The KPRA may terminate this Contract by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of event referred to in (g):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the KPRA may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider/s, in the judgement of the KPRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(e) if the Service Provider does not maintain a Performance Guarantee in accordance with Clause 3.9;

(f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;

(g) if the KPRA, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the KPRA, such notice to be given after the occurrence of any of events specified in following paragraph of this Clause 2.6.2: If the KPRA fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after

receiving written notice from the Service Provider that such payment is overdue.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the KPRA shall make the following payments to the Service Provider: (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed by the Service Provider prior to the effective date of Termination; (b) except in the case of Termination pursuant to paragraphs (a), (b), (d), (e), (f), of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Objections of the Service Provider

3.1 General

a. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practice, and shall observe sound management practices, and employ efficient employees. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the KPRA's legitimate interests in any dealings with Subcontractors or third parties.

b. The Service Provider will ensure that replacements are provided immediately for continuity of functions.

c. In the course of the performance of the services, the Service Provider shall comply with all reasonable requests of the KPRA, subject to ultimate direction and control being retained by The Service Provider.

d. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the KPRA in Pakistan;

e. The Service Provider shall promptly notify the KPRA of any matter coming to their knowledge which could have a material effect on the business or affairs of the KPRA.

f. the Service Provider shall comply with any code of conduct provided to the Service Provider by the KPRA from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the KPRA.

3.2 Conflict of Interests

3.2.1 Service Provider and Service Provider's employee(s) Not to benefit from Commissions and Discounts

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade, commission, discount, or similar payment in connection with activities pursuant to this Contract, and the Services or in the discharge of their obligations under the Contract, and the Service Provider shall ensure that the Service Provider's Employee(s), or any Subcontractors shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their Affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, services (other than the Services and any continuation thereof) for any project resulting from or closely related to this Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Providers nor their Subcontractors shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall employ regular or contractual employees in active duty or any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

a) The Service Provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employee(s) shall keep and maintain all information and documents relating to the KPRA in strict confidentiality.

b) The Service Provider and their Subcontractors either of them shall not disclose any proprietary or confidential information relating to the Services, this Contract, or the KPRA's business or operations without the prior written consent of the KPRA.

3.5 Service Providers' Actions Requiring

The Service Provider shall obtain the KPRA's prior approval in writing before taking any of the following actions: (a) entering into a

KPRA’s Prior Approval

subcontract for the performance of any part of the services, (b) changing the schedule of activities; and (c) any other action that may be specified in the SCC.

3.6 Independent Service Provider Status

The Parties agree that this Contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the KPRA will not provide the Service Provider or the Service Provider’s Employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments and that income tax/ withholding tax is Service Provider’s responsibility.

The Service Provider shall be exclusively responsible for paying the salary in other emoluments and providing the benefits to which each of The Service Provider’s employee(s) is entitled under his/ her contract with the Service Provider. All claims made by the Service Provider’s employee(s) shall be dealt with exclusively by the Service Provider. None of the Service Provider’s employee(s) shall be entitled to seek employment with the KPRA merely on the ground that he/ she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the Service to the KPRA or was deployed to the KPRA.

3.7 Compliance with all the regulatory requirement

a) The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.

b) The Service Provider will ensure that all the applicable regulatory requirements / labor laws are fully met and accordingly indemnify the KPRA against any claims with regards to above.

3.7.1 Reporting Obligations

The Service Provider shall submit to the KPRA the records and documents specified in Appendix A & B as and when required by the KPRA.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay Liquidated Damages to the KPRA at the rate per day stated in the SCC. The total amount of Liquidated Damages shall not exceed the amount defined in the SCC. The KPRA may deduct Liquidated Damages from payments due to the

Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment If the Intended Completion Date is extended after Liquidated Damages have been paid, the KPRA shall correct any over payment of liquidated damages by the Service Provider by adjusting the next payment certificate.

3.8.3 Lack of Performance Penalty If the Service Provider has not corrected a Defect within the time specified in the KPRA's notice, a penalty for lack of performance will be paid by the Service Providers. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected.

3.9 Correction for Over-Payment Lack of Performance Penalty If the Intended Completion Date is extended after liquidated damages have been paid, the KPRA shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

If the Service Provider has not corrected a failure in the performance of their obligations or have assumed Services within the time specified in the KPRA's notice, a penalty for lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the failure corrected/ assessed or Service acquired from KPRA's own resources as described in Clause 7.2.

4.0 Performance Security The Service Provider shall provide the Performance Guarantee to the KPRA no later than the date specified in the Letter of Acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the KPRA, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date twenty-eight (28) days from the completion date of Contract.

4. Service Provider Personnel

4.1 Description of Personnel Required from Service Provider The agreed job descriptions, and estimated periods of engagement in carrying out of the Services by the Service Provider are described in Appendix C.

4.2 Removal and/or Replacement of Personnel

a) Except as the KPRA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the KPRA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the KPRA's written request specify the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the KPRA.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of personnel.

5. Obligations of the KPRA

5.1 Provide the Information pertaining to the Code of Conduct

The KPRA shall provide the Service Provider with information on code of conduct and security procedures. The KPRA shall immediately notify the Service Provider of any changes to the same during the continuance of this Contact.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, which increases or decreases the Cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decrease accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clause 6.2, as the case may be.

5.3 Services and Facilities

The KPRA shall make available to the Service Provider the Services and Facilities listed under Appendix C.

5.4 Assistance and Exemptions

NIL

6. Payments to the Service Provider

6.1 Payments

The Service Provider's remuneration shall not exceed the Contract Price/ rates and shall be a fixed lump-sum including all

subcontractors' costs and all other costs incurred by the Service Providers in carrying out the Services except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 & 6.3.

6.2 Contract Price Ceiling

The price/ rates payable is set forth in the SCC .

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the agreed Contract Price is provided in Appendix C.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the Payment Schedule stated in the SCC unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the KPRA specifying the amount due.

6.5 Day works

6.5.1 If applicable, the Day works rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the KPRA has given written instructions in advance for additional services to be paid in that way.

6.5.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the KPRA. Each completed form shall be verified and signed by the KPRA representative as indicated in Clause 1.6 within two (2) days of the Services being performed.

6.5.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.5.2.

7. Quality Control

7.1 Performance Standards

The Service Provider will maintain highest level of Service standards.

7.2 Correction of Defects and Lack of Performance Penalty

(a) The KPRA shall give notice to the Service Provider of any failures or **service deficiencies** before the end of the Contract. The Deficiency

liability period shall be extended for as long as deficiency remains to be corrected.

(b) Every time notice a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the KPRA's notice.

(c) If the Service Provider has not Corrected a failure in the performance within the time specified in the KPRA's notice, the KPRA will assess the cost of having the failure corrected, the Service Provider will pay this amount and a penalty for Lack of Performance calculated as described in Clause 3.8.

8. Settlements of Disputes

8.1 Arbitration of Dispute Resolution

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the KPRA and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Director HR & Administration or any other Officer authorized by the KPRA who will examine the matter in detail and give the decision which will be final and binding upon the Parties.

8.2.2 In case the Contractor believes that the decision of the Director HR & Administration or the Officer authorized by the KPRA was not in line with the Contract or it is prejudiced, and he does not accept the same, the matter may be referred to a neutral and Adjudicator appointed after mutual agreement within 14 days after the decision of the Director HR & Administration or the Officer authorized by the KPRA.

8.2.3 If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Any hearing shall be held at Peshawar; the language shall be English/Urdu.

9. Settlement of Disputes

9.1 Corrupt and Fraudulent Practices

KPRA will terminate the Contract if it determines that the firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question; and

Under Rule 19 of PPR-2004, “The KPRA can inter alia blacklist firm found to be indulging in corrupt or fraudulent practices”, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of the KPRA Management:

Special Conditions of Contract

The following special conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parenthesis.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The Contract Name is : “Procurement of Various Support Services”
1.1(k)	The Service Provider is <i>[Insert Name]</i>
1.4	The addresses are: Khyber Pakhtunkhwa Revenue Authority Head Quarters: Phase 3 Chowk, Railway Track Road, Hayatabad, Peshawar.

	<p>Attention: Director (HR, Admn & Coordination) Phone: _____</p> <p>Service Provider: Attention: _____ Telex: _____ Facsimile: _____</p>
1.5	<p>The Authorized Representatives are: For the KPRA: Name & Designation of the Nominee of the KPRA: _____</p> <p>For the Service Provider: Name & Designation of the Nominee of the Service Provider: _____</p>
2.2	The Starting Date for the Commencement of Services is <i>[Date]</i>
2.3	The Intended Completion Date is <i>[Date]</i>
3.3	The Service Provider while rendering the required Services shall not release any information acquired from KPRA due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise.
3.7.1	The Service provider shall submit complete report and documents and all the deliverables as per details mentioned in Appendix A & B.
3.8	The KPRA can impose liquidated damages @ Rs 1,000/- per instance in case of non-compliance of any requirement defined in Appendix A & B of Contract Agreement. The amount of liquidated damages is in addition to the deduction of amount of unperformed Services. The maximum amount of liquidated damages for the whole contract is Rs. 20,000/-. Once the maximum amount is reached the KPRA may consider termination of the Contract.
4.0	The amount of performance security is 10% of the Contract amount which should remain valid 28 days beyond expiry date of the Contract.
5.2	Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the Contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the Parties of the Contract i.e., in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
6.2	The amount is <i>[insert amount in PKR]</i>
6.4	Client shall make the payments as follows:

	Payments will be made upon submission of invoice/s, after confirmation of satisfactory Services by Concerned Designated KPRA's Official/s on monthly basis
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Appendices

(To be finalized at the Contract Award Stage)

Appendix A & B – Description of the Services, Performance Specifications & Terms of Reference

Appendix C – Key Personnel Names

Appendix D– Breakdown of the Contract Price

Appendix E – Schedule of Payments

Appendix F – Service Provider’s Bid

Appendix G – Notification of Award

Appendix H – Letter of Acceptance

Appendix I – Performance Security

Appendix A & B

Description of Services and Terms of References (TORs)

General Requirements from the Service Provider;

- (a) The Service Provider shall provide the required Support Services as specified and described in section 5 below.
- (b) The Service Provider will ensure to provide uninterrupted services in a timely manner.
- (c) The Service Provider at its end shall maintain sufficient record of its employees to be deployed at KPRA premises.
- (d) The Service Provider will indemnify KPRA from all kinds of legal, security and financial losses that may arise due to any non-compliance by the service provider.
- (e) The Service Provider will have to bear overall responsibility of its personnel.
- (f) The Service Provider would be liable to all kind of damages caused due to leakage of any information and misplacement of any paper, record or file etc. whatsoever by their deployed personnel.
- (g) The Service Provider will sufficiently supervise his employees; manage all the matters with regard to communication of orders (verbally or in writing as deemed suitable).
- (h) The Service Provider will depute its personnel in such a manner as to ensure that at any time during office hours, all the works noted below must effectively be completed, without any complaint and delay.
- (i) Deploy such employees of the Service Provider who are competent, and bearing good moral character as necessary for carrying out his services under the contract. The Service

Provider shall be responsible for paying wages to his employees in timely manner, exercise supervisory and administrative control over them, terminate or take disciplinary action against them as deemed necessary. It shall be clearly understood that the Service Providers employees deployed by the Service Provider shall neither have any employment relationship or employment nexus with KPRA in any form whatsoever and KPRA shall not take any responsibility whatsoever.

- (j) Ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the Authority against any claims with regards to above.
- (k) Service provider shall arrange, provide and maintain staff uniform of appropriate design and quality along with the tags/ badges and identity cards for all his employees.
- (l) Obtaining all permits, NOCs, Licenses, certificates or registrations etc. that must be required to perform the services under this contract.
- (m) The Service Provider shall provide KPRA the information about its working practices, materials and shall operate in a manner which does not compromise KPRA's security or environment standards and applicable labor laws.
- (n) The Service Provider shall certify in writing that Service Provider's employees are fully trained to render services safely and shall ensure that they understand all risks and hazards associated with the services. The Service Provider shall keep record of such trainings.
- (o) In case of any exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Authority at any time. The Authority shall make additional payment to the contractor on pro-rata basis.

Specific Requirements from the Service Provider

Following services are required in high quality, prompt and efficient manner, which includes but not limited to the following:

1. Services: Notice Server:

Total required: 03

Education and Experience: Matric 2nd Division, Preferably with computer literacy and possessing a valid driving license of motor-cycle.

Age: 28 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Responsible for serving of legal notices including enrolment notice, compulsory registration notice, show cause notice, assessment orders etc. to a potential taxpayer/ non-filer on the business premises.
- Serve the documents in accordance with the jurisdiction of the area of service.
- Handing over the documents to the addressed personally.
- Once the documents are delivered, the notice server must provide receiving of papers that were served successfully or any replies thereof obtained from the person / business visited.
- Any other duty assigned in the Authority

2. **Services: Driver**

Total required: 19

Education and Experience: Middle and possessing a valid driving license to drive Light Transport Vehicle (LTV), with at least five years' experience of practical driving preferably with reputable organizations/ projects.

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- The Driver services should be provided through healthy and literate manner.
- Operate assigned vehicle in a safe and courteous manner.
- Keep the assigned vehicle(s) clean inside and outside.
- Maintain accurate, up to date records on log book, vehicle maintenance, fuel record, accident reports, vehicle condition reports and other records that is required from management.
- Coordinate the schedule for major or periodic vehicle maintenance with management to minimize service interruptions.
- Must maintain confidentiality.
- Any other duty assigned in the Authority

3. **Services: Naib Qasid**

Total required: 10

Education: At least 2nd Class Matric

Age: 35 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Ensuring that all officers are appropriately served in terms of supplying eatables, water, tea and drinks.
- Stacking files and documents in racks/ cabinets.
- Timely provision of support in movement file/ dak/ official letters from one division to other divisions of the department or to any place within the premises of KPRA.
- Stamping of documents/ vouchers, as required.
- Proper support services for meeting rooms/ halls.
- Movement of record from record room to any place within the premises of KPRA and other regional offices of KPRA.
- Laminate, photocopy and bind documents as required.
- Services will begin 30 minutes before normal timing of KPRA till close of business.
- Ensure strict confidentiality will be maintained while rendering such services.
- Any other duty assigned in the Authority

4. **Services: Chowkidar/Security Guard**

Total required: 06

Education: Preferably Literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- To be present as per schedule provided by the KPRA for security duty during office hours and at night time for intended functions.
- To perform all intended functions as per Security SOPs in the Authority.
- Any other duty assigned in the Authority.

5. Services: Cleaner/ Sanitary Worker

Total required: 03

Education: Preferably Literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Ensure office building, washrooms, parking and the premises of KPRA stays clean and hygienic.
- Dispose of trash in safe, effective, and environmentally friendly ways.
- Must be able to lift heavy trash cans, furniture, electronics, metal and plastic containers, trash bags, and bulky packaging.
- Able to follow departmental policies and procedures.
- Assist with various odd/end jobs as assigned by the manager and or supervisor.
- Any other duty assigned in the Authority.

6. Services: Photostat Operator

Total required: 03

Education: At least 2nd Class Matric with relevant work experience

Age: 35 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Operate one or more of a variety of office machines, such as photocopying, photographic, and duplicating machines, or other office machines.

- Read job orders to determine the type of work to be done, the quantities to be produced, and the materials needed.
- Compute prices for services and receive payment, or provide supervisors with billing information.
- Set up and adjust machines, regulating factors such as speed, ink flow, focus, and number of copies and load machines with materials such as blank paper or film.
- Monitor machine operation, and make adjustments as necessary to ensure proper operation.
- Maintain stock of supplies, and requisition any needed items.
- Clean machines, perform minor repairs, and report major repair needs.
- Cut copies apart and write identifying information, such as page numbers or titles, on copies.
- Operate auxiliary machines such, staplers, and paper punching, folding, cutting.
- Any other duty assigned in the Authority.

7. Services: Mali/Gardener

Total required: 01

Education: Preferably literate

Age: 40 Years Upper Age Limit

Location: Peshawar, Mardan, Abbottabad

Scope of Work:

- Performing gardening related work i.e. maintenance of lawns, trees & plants.
- Watering, cleaning of lawns, flower beds, plants, trees etc. regularly & when required.
- Collection & disposal of relevant lawns, flower beds, plants, trees etc. regularly & as and when required
- Weeding, pruning & thinning of plants, trees etc.
- Growing & preparation of plants for future seasons.

Appendix C

Key Personnel

Insert name, designation, and Contact numbers of key personnel's

Appendix D
Breakdown of Contract Price

Appendix E
Schedule of Payments

Appendix F
Service Provider's Bid

Appendix G
Notice of Award

Appendix H
Letter of Acceptance

Appendix I
Performance Security