



REQUEST FOR PROPOSAL (RFP)

Provision of Services For

“Formulation of NITB Employees Service Regulations (ESR)-2023”

No.: NITB/Act(XVII)-2022/BoD

Date of Issue: 26thJan-2023

National Information Technology Board (NITB)
Plot # 24-B, Street # 06, Sector H-9/1, Islamabad.

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**PART A – DEFINITIONS, INSTRUCTIONS &
INFORMATION FOR BIDDERS**

1 Mandatory Eligibility Criteria Checklist

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

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
1.	Proof of Certificate of Registration with SECP (Minimum 5 Years)	
2.	Proof of Valid NTN Certificate	
3.	Proof of Valid GST and STRN Certificates	
4.	Proof of FTN certificate /Tax exemption certificate	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR’s website) is also to be mentioned.	
7.	Two separately sealed envelopes: Envelope #1 shall clearly bear the Name Technical Proposal for Provision of Services for “Formulation of NITB Employees Service Regulations (ESR)-2023”	
8	In case of JV/ Consortium (Form B-8)	

9.	Two hard copies of Technical Proposal, one marked as Original and one marked as Copy must be submitted with one soft Copy in Flash Disk. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.	
10.	Envelope #2 shall clearly bear the name Financial Proposal for Provision of Services of “Formulation of NITB Employees Service Regulations (ESR)-2023” Financial Proposal must be submitted in one hard copy and one soft copy Flash Disk in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).	

Note: Bidders are required to submit the filled, signed & stamped copy of the above checklist along with the proposal.

2 Definitions

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

- a. **“Agreement”** means “an agreement concluded between NITB and the Successful Bidder”.
(See Annexure B).
- b. **“Board”** means the National Information Technology Board.
- c. **“Bidder”** means “any Company/firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Consortium”** means an association of more than one legal entity, which have come together to jointly respond to the RFP.
- e. **“Date of Issue”** means “the date on which this RFP is issued by NITB to solicit bids from potential bidders for Organizational Transformation.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“Request for Proposal (RFP)”** means set of documents prepared by the NITB, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and NITB.”
- j. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- k. **“Terms of Reference” (ToR)** means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

National Information Technology Board (NITB)

National Information Technology Board (NITB) was established in August 2014 as an attached department of Ministry of IT & Telecommunication after merger of Pakistan Computer Bureau (PCB) and Electronic Government Directorate (EGD). In view of the emerging need for technology at the national level and to execute the mandate of the Board, it has been given autonomous status vide NITB Act No. XVII 2022. NITB specializes in key automation, design and implementation of robust IT technologies by delivering innovative digital solutions for catering to a wide audience and contributing positively to the nation's digital transformation.

3 Instructions for Bidders

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

4 Solicitation Document

4.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.

In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the NITB may terminate the agreement by providing 01 week written notice to the successful bidder without any further obligation or compensation on the part of the NITB.

5 Preparation of Proposal

5.1 Language of the Proposal

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

5.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) and all payments will be made in PKR.

5.3 Period of Validity of Proposal

Proposals shall remain valid for 60 days from the date of bid submission as provided in the RFP document. In exceptional circumstances, NITB may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

Supporting Documents

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

5.4 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the NITB are not reimbursable.

5.5 Proposal Documents

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

Technical Proposal

The Technical Proposal is to consist of the following:

- a) **Checklist** (Mandatory Documents required with the Proposal) –
- b) Technical Proposal Submission *Form B1*
- c) Firms/Bidders Profile - *Form B2*
- d) Relevant Experience of the Firm/Bidder - *Form B3*
- e) General Experience of the Firm - *Form B4*
- f) Description of Methodology and Work Plan - *Form B5*
- g) Qualification and Competence of Proposed Team– *Form B6*
- h) Members of the project Team (Summary) – *Form B7*

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

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

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

Financial Proposal

5.6 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

5.7 Format and signing of proposal

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

Different parts of the proposals shall be separated using color separators, flags or tags.

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

6 Submission, Receipt, and Opening of Proposal

- 6.1 Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)- Annexure-A.
- 6.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format (Form B1 & CI) in separate envelopes.
- 6.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 6.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.5 Bidder is required to submit **one original and one hard copy of Technical Proposal along with all supporting documents.**
- 6.6 One **flash disk** containing an electronic copy (labelled 'Electronic Copy') of all proposal documents in PDF format (**excluding the Financial Proposal**) must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate proposal. In the event of copying the financial proposal in the flash disk containing Technical Proposal would subject to rejection of proposal.

6.7 The Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**. Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment **“Provision for Services for “Formulation of NITB Employees Service Regulations (ESR)-2023”** with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked **“DO NOT OPEN BEFORE SUBMISSION DEADLINE”**. NITB shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

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

Title/Position:	Director (HR)
Telephone:	+92-51-9265046
Facsimile:	+92-51-921-5376
Email address:	Imran.hyder@nitb.gov.pk
Official Postal address:	NITB Plot#24-B, Street#06 Sector H-9/1, Islamabad, Pakistan

- 6.9** Bidders must submit their response to the NITB by registered post/ courier or by hand to the official postal address of the NITB before or on submission deadline mentioned in the RFP document.
- 6.10** Any proposal received by the NITB after the deadline for submission shall be returned unopened.
- 6.11** NITB reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- 6.12** NITB shall open the Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of NITB.

6.13 Key Activities & Timeline

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

#	ACTIVITY	TIMELINE
1	RFP Issuance	28 th Jan, 2023
2	Pre-Bid Meeting	03 rd Feb, 2023 11.00 am
3	Response to queries/questions related to RFP	6 th Feb 2023
4	RFP Submission Deadline	10 th Feb, 2023 03:00 pm

5	Opening of Technical Proposals (in front of bidders present at NITB Committee Room.	10 th Feb, 2023 03:30 pm
6	Opening of Financial Proposals (in front of bidders present at NITB Committee Room.	17 th Feb 2023 10:30am (Any change shall be communicated
7	Award of Contract	Within 5 days of Financial Opening.

7 Proposal Evaluation

- 7.1** From the time the Proposals are opened to the time evaluation report is announced, the bidders should not contact the NITB on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder to influence the NITB in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However, the NITB may contact the bidder for seeking clarification of any aspect of technical proposal or demand any missing information.
- 7.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 7.3** Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 80% and financial evaluation will carry 20% weightage respectively.

8 Evaluation of Technical Proposals

- 8.1** During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 56 out of 80 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.
- 8.2** Financial proposals of those Bidders obtaining less than qualifying marks in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the NITB will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Total Marks	Sub Marks
a.	Bidder Profile (Registered age, Location, and financial position) – (As per Form B2)	15	
b.	Bidder competence and experience in completing projects of a similar nature in a timely and efficient manner. i. Relevant Experience of the firm (Form B3) ii. General Experience of the firm (Form B4)	30	
c.	Competence/experience of the project team Relevant to the scope of this RFP Details as per (Form B6 & B7) i. Qualification of proposed team ii. Experience in handling projects of similar nature	15	
d.	Proposed Methodology & Work plan (Form B5)	20	
	Total Marks	80	
	Minimum Qualification Marks Required (70%)		

Note: *It is the responsibility of the bidders to ensure provision of sufficient documents to the NITB, along with the proposal, to evaluate the bids solely on the basis of the documentation submitted.*

9 Financial Proposals

- 9.1** After the evaluation and approval of technical proposal, the NITB shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non-responsive, that their Financial Proposals will be returned unopened after completing the selection process. The NITB shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set to allow interested bidder sufficient time to make arrangements for attending the financial opening.
- 9.2** Before opening of financial bid, technical score of qualified bidders shall be read aloud during financial bid opening session.
- 9.3** The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 9.4** Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

10 Combined Score

- 10.1** Technical Score (St) of qualified bidder shall be added to financial score.
- 10.2** Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 20.
- 10.3** Combined Score (Total Score) = St + Sf

10.4 All bidders will be ranked based upon the combined technical and financial score.

11 Availability of Management Team

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

11.2 No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the NITB for another project.

12 Award of Agreement

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

13 Confidentiality

The NITB shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule no. 41.

14 Conflict of Interest

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

a. Conflicting assignments

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

b. Conflicting Relationships

- The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the NITB Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.
- The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the NITB in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.
- Current employees of the NITB shall not work as and for the bidder.

15 Fraud and Corruption:

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

- a.** “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the NITB in the selection process or in agreement execution;
- b.** “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- c.** “Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

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

15.3 The NITB will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of proposals and agreement performance and have them audited by auditors appointed by the NITB.

16 Clarification Request/Amendment

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

16.2 At any time before the submission of Proposals, the NITB may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA & NITB web site, and revised RFP document will be uploaded on NITB's Website and PPRA web site.

17 Joint Venture(JV) / Consortium

Any bid submitted by the joint venture, consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the PPRA.

In the case of a joint venture or consortium, the members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, or consortium shall nominate a Lead Member, who shall have the authority to conduct all business for and on behalf of the member of the joint venture, or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Only one JV shall be allowed. The appointment of Lead Member in the joint venture, or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

Verifiable copy of the agreement that forms a joint venture, consortium shall be required to be submitted as part of the Bid. Consortium in this RFP shall be treated as JV and all the JV

rules mentioned shall be applicable. No individuals shall be accepted as Consortium and the partner bidding company shall be equally responsible for deliverables/terms of the RFP and shall submit the JV agreement.

PART B - TERMS OF REFERENCE

1. Background

The NITB is established in 2022 by the Federal Government as Body Corporate (Autonomous) through NITB Act, to nourish the ICT infrastructure across Federal Government, promote and implement e-Governance initiatives as per defined mandate in the NITB's Act. The NITB intends to adopt regulations that leads to a professional institute as per international standards and in compliance to the GoP laws/rules.

The Successful Bidder is expected to provide, *inter alia*, the following services:

- i. The successful bidder shall review, formulate the NITB Employees Service Regulations (ESR)-2023, here and after referred as ESR. The drafted ESR shall be focused on the organizational need to provide specific competencies that can be implemented in following categories: Compliance Laws of the country, Employees Hiring, NITB Operations, Employees Management (promotion, transfer, Efficiency & Disciplinary actions), Business Continuity plan including retention and disposal of the existing employee's, time / project / assignment based employment, Risk factor, Critical decisions, Optimization of the business processes, align the regulations with Corporate Governance law.
- ii. The successful bidder review and suggest (but not limited to) the Policies/ Processes as defined in the NITB Act including the following:
 1. Recruitment & Selection:
 - i. Hiring Policy
 - ii. Manpower Plan Policy
 - iii. Employee Orientation/On-boarding
 - iv. Employee Handbook
 - v. Internship Policy
 - vi. Time / Project / Assignment-based employment policy
 - vii. Internship Policy
 2. Transition Management:
 - i. Leave & Attendance Policy but not limited to (Sick/Casual/Medical/Pilgrimage/Forced)
 - ii. Probation Policy

- iii. Inter Department Transfer Policy
- iv. Flexible Working Hours (as per requirements) Policy
- 3. Training & Development:
 - i. Training & Development Policy
 - ii. Board Orientation Policy
- 4. Performance Management:
 - i. Performance Evaluation Policy
 - ii. Succession Plan
 - iii. Performance Evaluation of Board of Directors & Chairman
 - iv. Contract Extension Policy
- 5. Employee Discipline & Conduct:
 - i. Employee Code of Conduct
 - ii. Confidentiality Policy
 - iii. Conflict of Interest Policy
 - iv. Anti-Harassment Policy
 - v. Anti-Corruption Policy
 - vi. Whistle Blowing Policy
 - vii. Employee Grievance & Conflict Resolution Policy
 - viii. Freelancing / Work other than NITB Employment Provisions
- 6. Employee Compensation & Benefits:
 - i. Payroll management and grading structure
 - ii. Associated allowances with payroll
 - iii. Grade wise Entitlements
 - iv. Local & International Travel Policy
 - v. Life & Health Insurance Policy
 - vi. Leave Encashment Policy
 - vii. Loan Policy
 - viii. Performance Bonus Criteria
 - ix. Over time policy for support staff
 - x. Paid Leave Policy
 - xi. Promotion Policy
 - xii. Additional Charge Policy

- xiii. Transparent Procedure for fixing the Remuneration Package of Board of Directors
- xiv. Gratuity Policy
- xv. Resignation Policy
- xvi. Termination of Service Policy
- xvii. Final Clearance & Settlement of Dues Policy
- xviii. Employee Exit Policy

7. Health, Safety and Environment Policy

- i. HSE Principles
- ii. Accountability & Responsibility
- iii. Smoke Free Environment

8. General Rules and Regulations

- i. Acting Charge Policy
- ii. Working Hours
- iii. Holidays
- iv. Grievance handling procedure
- v. Business Attire

The successful bidder shall ensure legal compliance of all the policies with law of the land.

- iv. The successful bidder shall also review & may suggest:
 - a. NITB organogram, department roles and responsibilities and individual job descriptions (JDs) of all existing and approved positions.
 - b. Review and suggestion on Comprehensive Human Development Plan. The human capital development plan drafted is synced with the existing Learning Management System/Knowledge Management System of the NITB.
 - c. The successful bidder may also extend its support, review and suggestion on an evaluation of each employee and provide list of skills and expertise that each employee needs to develop further.
 - d. Review of the existing employment contract with proposed changes as per corporate best practices.
 - e. Review of existing compensation structure of NITB and provide recommendations to rationalize current salary structure.
 - f. Development of associated forms wherever applicable.

NOTE: The successful bidder may be asked to present to the Human Resource Governance Committee (HRGC) and also the Board of Directors of the NITB to seek their final approval.

2. Milestones/Deliverables

Milestone-1	Approval of 1st Draft of ESR document by NITB
Milestone-2	Approval of 2nd Draft of ESR document by Board/ HRGC
Milestone-3	Final Sign off (Submission of Complete Documents)

3. Payment and Time Schedule:

S.No	Milestone	Payment %
1	Provisional I Acceptance Certificate (PAC*)	50%
2	Approval of 2 nd Draft of ESR document by Board/ HRGC	40%
3	Final Acceptance Certificate (FAC**)	10%

*PAC= Provisional Acceptance Certificate (PAC) includes the Sign off from the Competent Authority.

**FAC= Final Acceptance Certificate (FAC) subject to submission of Complete Documents to NITB.

4. Delivery Time (Calendar Days)

S.No	Activity	Week-1	Week-2	Week-3	Week-4	Week-5
1	1 st Draft of ESR document	4 Weeks				
2	2 nd Draft of ESR document (Incorporation of Changes from Board/HRGC)					1 Week
3	Submission of Complete Documents					3 days

5. Penalty (In Case of Non-Compliance to Delivery Time as per above table)

1. **LDs/Penalty:** 0.05% up to maximum 10.0% of PO/Project value for each day. Further delay will lead to the cancelation of the PO and Blacklisting.

**PART C – FORMS TO BE SUBMITTED WITH THE
PROPOSAL**

Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

B3. Relevant experience of Bidder/ Firm

B4. General Experience of the firm

B5. Description of methodology and work plan

B6. Qualification and competence of proposed team

B7. Members of Project Team (Summary)

B.8. JV / Consortium Form

B1. Technical Proposal Submission Form

[*Location, Date*]

To:

Director (HR)

National Information Technology Board. Islamabad, Pakistan

Email: imran.hyder@nitb.gov.pk

Sir,

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

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 90 calendar days from the date of advertisement.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Bidders Profile

S #	Criteria	Score Obtained
1	Profile of the Bidder: Registered age of Company ≥05 Years ≤ 07 Years 04 Marks >07 Years < 09 Year 06 Marks >09 Years 08 Marks	
2	Registered Offices in Islamabad/Rawalpindi, Karachi, Lahore (02 Marks)	
3	Financial Position Financial Strength (turnover) in last 05 Years as per verified Audit reports: ≥200 million ≤ 300 million (02 marks) > 300 million ≤ 450 million (03 marks) > 450 million (05 Marks)	

B3. Relevant experience of Bidder

i) Last 10 Years Similar Nature Projects

≥03 Projects ≤ 05 Project (04 marks)

>05 Projects ≤ 10 Project (08 marks)

>10 Projects (12 marks)

ii) Last 10 Years Value of Similar Nature Projects

≥02 million ≤ 03million (04 marks)

>03 million < 05 million (08 marks)

>05 million (12 marks)

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B4. – General Experience of the firm

i) Last 10 Years General Projects

≥03 Projects ≤ 05 Project (01 marks)

>05 Projects ≤ 10 Project (02 marks)

>10 Projects (3 marks)

ii) Last 10 Years Value of Project

≥02 million ≤ 03million (01 marks)

>03 million < 05 million (02 marks)

>05 million (03 marks)

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B5. – Proposed methodology and work plan

A Detailed methodology stating the approach which will be adopted towards Formulation of NITB Employees Service Regulations (ESR)-2023). A Breakup of activities compliance with the delivery time as mentioned in the RFP & TOR.

B6 –Qualification & Competence of the Proposed Team

i) Team worked on Similar Consulting Projects in last 10 years

Project Lead worked on similar assignments ≤ 05 consulting assignments (05 marks)

Project Lead worked on similar assignments ≤ 10 consulting assignments (10 marks)

Project Lead worked on similar assignments ≤ 15 consulting assignments (15 marks)

Personnel Summary (Complete for each Team Member)

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

Name of Employee:

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

Employment Record:

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

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

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	

MPhil	
Masters	

Certification:

Memberships:

Significant Measurable Professional Achievements in Last 10 Years:

Certification:

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

_____ Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

B7 – Members of the project Team

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

B8 – JV/ Consortium Form

Bidder’s JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder’s Name: <i>[insert Bidder’s legal name]</i>
2. Bidder’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Bidder’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4. Bidder’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Bidder’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Bidder’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Director (HR)

National Information Technology Board

Tel: +92-51- 9265046

Cell: +92-03002693899

Email: imran.hyder@nitb.gov.pk

Sir,

We, the undersigned, offer to provide services 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 NITB, 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, which is 90 calendar days from the date of advertisement.

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
of Agents

Amount in Pak Rs.

Purpose of Commission
or Gratuity

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:

C2. – Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

C3. – Breakdown of Price per Activity

Activity No.:_____	Activity No.:_____
	& Description
Price Component	Pak Rupees.

C4. – Breakdown of Remuneration per Activity (where applicable)

Activity No. _____ Name: _____				
Names	Position	Input	Remuneration	Amount
			Currency(ies) A Rate	
Regular staff				
Local staff				
Consultants				
Grand Total				

C5. – All other Operational Expenses (Itemized List)

Annexure A

Single Stage Two Envelope Procedure for Bidding Public Procurement Rules

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL Formulation of ESR Manual” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL FOR Formulation of NITB Employees Service Regulations (ESR)-2023” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL FOR Formulation of NITB Employees Service Regulations (ESR)-2023” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the most advantageous shall be accepted.

DRAFT AGREEMENT

BETWEEN

National Information Technology Board

AND

[PLEASE INSERT NAME]

Dated _____

DRAFT AGREEMENT (To be finalized with successful bidder)

AGREEMENT FOR PROVISION OF FORMULATION OF NITB EMPLOYEES SERVICE REGULATIONS

This agreement for provision of consultancy services for

‘Provision of Services for Formulation _____

is made at Islamabad on this _____ day of _____

BY AND BETWEEN

National Information Technology Board (NITB) corporate body under established under NITB ACT 2022, with its offices at Plot 3 24 B Street 06 Sector H-9/1, Islamabad, (hereinafter referred to as the “NITB” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns) of the one part;

And

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

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

WHEREAS, the NITB wishes to avail certain services (hereinafter defined) from the service provider for the financial year 2022-23

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

WHEREAS FURTHER, the NITB has accepted the quotation dated (Insert Date) submitted by the Service Provider against NITB’s Tender No. (Insert Number).

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

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions: In this Agreement, the following terms shall have the meaning ascribed thereto below:

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

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

- (d) **“AGREEMENT”** means this signed Agreement and includes the Amendments to this Agreement agreed between the parties after the Effective date;
- (e) **“DOCUMENTS”** means NITB organogram, department roles and responsibilities and individual existing and approved job descriptions (JDs), Comprehensive Plan in line with existing knowledge management system of the NITB, evaluation of employees, employment contract, compensation structure and associated forms;
- (f) **“POLICIES”** means policies including but not limited to Recruitment & Selection Process, Employee Onboarding, Employee Handbook, Training & Development Policy, Performance Management Process, Compensation Policy, Anti-Harassment Policy, Loan Policy, Leave & Attendance Policy, Conflict of Interest Policy, Confidentiality Policy, Employee code of Conduct, Over time policy for support staff, Transfer Policy, Promotion Policy, Employee Grievance & Conflict Resolution Process, Travel Policy (Local & International), Internship Policy, Health & Life Insurance Policy , End of service benefits policy & Employee Exit Policy;
- (g) **“SERVICES”** means the services specifically defined in the scope of work of this Agreement and the terms of reference of the Request for Proposal (Annexure A);
- (h) **“REQUEST FOR PROPOSAL”** means the request for proposal dated [insert date] issued by the NITB for the purposes of this agreement

1.2 **SCOPE OF WORK**

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

2 **DUTIES OF THE SERVICE PROVIDER**

The Successful Bidder shall:

2.1 AS defined in the RFP

3 **CONFLICT BETWEEN THE AGREEMENT AND ITS DOCUMENTS**

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

- i) The Agreement
- ii) Scope of Work of this Agreement
- iii) Its Attached Annexure:
Annexure A: RFP
- iv) Subsequent Amendments

4 **EFFECTIVE DATE OF THE AGREEMENT**

This Agreement shall become effective from _____ and shall remain valid until _____ unless terminated earlier in accordance with terms of this Agreement. The Agreement can be renewed for another term after expiry date on the terms and conditions mutually agreed upon between the parties, subject to the NITB giving thirty (30) days advance notice to the Service Provider to that effect.

5 **CONFIDENTIALITY**

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

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

6 **INTELLECTUAL PROPERTY**

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

7 **TAXES AND DUTIES**

7.1 Withholding taxes shall be deducted as per applicable tax laws of Pakistan.

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

8 **WARRANTY**

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

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

9 **DURATION**

This Agreement shall come into force on the signing date and continue till (insert date) unless terminated earlier in accordance with provisions of this Agreement. The first draft shall be submitted to NITB within 03 Weeks of Agreement Signing.

10 **ACCOUNTING AND FINANCIAL**

10.1 The total price of the Agreement shall be (insert price) excluding Value Added Taxes (like Sales Tax).

10.2 The Price set forth in this Agreement is firm and final till execution of this Agreement and receipt of either services by the NITB in acceptable condition.

10.3 No variation whatsoever is acceptable to the NITB with the exception of any price adjustment authorized by the conditions of this Agreement.

11 **PERFORMANCE BOND**

The Service Provider shall provide bank guarantee of Rs.(10 % of the total cost) in favor of the NITB as Performance Bond.

12 **PAYMENT**

12.1 As per Payment schedule.

13 **TERMINATION OF AGREEMENT**

13.1 **Termination of Agreement for Default**

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

- a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the NITB.
- b) If the Service Provider fails to perform any obligation under this Agreement.
- c) If the Service Provider in either of the above circumstances does not cure its failure within a period of fifteen (07) days (or such longer period as the NITB may authorize in writing) after receipt of the default notice from the NITB.

13.2 **Termination of Agreement for Convenience**

The NITB may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (07) days prior written notice to that effect send to the Contractor after payment of proportionate amount of the fee due subject to satisfactory performance to be determined by the NITB at the time of termination.

14 **ENTIRE AGREEMENT**

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

15 **SEVERABILITY**

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

16 **AMENDMENT**

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

17 **INDEPENDENT CONTRACTORS**

- 17.1 The Service Provider is and shall remain at all times an independent contractor and shall be fully responsible for its own acts and defaults (including those of its employees or agents)
- 17.2 Neither the Service Provider is authorized nor its employees, agents or representatives shall at any time attempt to act on behalf of the NITB to bind any other party in any manner whatsoever to any obligations. Neither the Service Provider, nor its employees, agents nor representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the NITB.
- 17.3 Nothing in this Agreement shall be deemed to constitute a partnership or other profit-sharing arrangement between the Parties.

18 **INDEMNIFICATION**

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

19 **FORCE MAJEURE**

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

20 **DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act, 1940. The number of arbitrators shall be three (03)

unless otherwise mutually agreed by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

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

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

Signed for & on behalf of **the NITB**

Signed for & on behalf of **the Service Provider**

By:

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date: ____/____/2023

Date: ____/____/2023

Witness – 1

Witness-1

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: - -

CNIC: - -

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

Witness – 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____