

**Government of Pakistan
NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)**

**INVITATION FOR PROPOSALS
For TECHNO CUM RULES FORMULATION SERVICES
(PRE-QUALIFIED BIDDERS ONLY --UNDER CATEGOREY-VI).**

National Information Technology Board (NITB) is seeking submission of bids from the pre-qualified IT- Companies under category-VI of NITB Tender No. NITB-4(310)/2021 "Selection of IT Companies" in response of this Invitation for TECHNO CUM RULES FORMULATION SERVICES.

• Your offer, comprising of a Technical Response and Price Schedule, together in a sealed envelope, should be submitted in accordance with PPRA Rules. Following documents are enclosed herewith:

- Letter of Invitation (this letter)
- Term of Reference (ToRs) / Terms & Conditions (Annex-A)
- Request for Proposal (RFP) (Annex-B)

• Tender/bidding documents, containing detailed terms & conditions and required service specifications/categories are available and can be downloaded from www.nitb.gov.pk

• A Pre-bid meeting will be held in the premises of National Information Technology Board (NITB) on 11.12.2023 at 11:00am, at Plot no. 24-B, Street No 6, Sector H-9/1, Islamabad.

• The bids, prepared in accordance with the instructions in the tender/bidding documents, must reach on or before 18.12.2023 latest by 11:00am. The Technical Bids will be opened on the same day at 11:30am at NITB office.

• Bids received after the above-stated deadline shall not be accepted and be returned unopened. Bids through E-mail / Fax shall not be accepted.

• Proposal must be accompanied by a bid bond/security of 02% (two percent) of the total value of the quoted bid. In case of non-compliance, the bids will be disqualified from further processing.

• The procuring Agency reserves the right to reject any or all the bids and to annul the bidding process at any time, without thereby incurring any liability except provision of reasons thereof to the affected bidder(s).

Deputy Director (Admin)
National Information Technology Board (NITB)
Plot 24-B, Street 6, H-9/1, Islamabad
Phone: 051-9265063

NATIONAL INFORMATION TECHNOLOGY BOARD

Request for Proposal (RFP)

For

Techno Cum Rules formulation of NITB based on
NITB Act, 2022

QUALITY AND COST BASED SELECTION (QCBS)
(For Pre-Qualified Bidders)

TERMS OF REFERENCE (TORS) / TERMS & CONDITIONS

1. Scope of the Work / Services Required

NITB require services of firm (out of pre-qualified firms for Category – IV) for Techno cum Rules Formulation Services.

2. Deliverables

The bidder shall conclude the formulation of Techno cum Rules of NITB in thirty (30) days on the receipt of Purchase Order.

3. Bid Evaluation / Qualification Criteria

For the purpose of determining the qualified evaluated bid, factor other than price such as Technical credibility of the Bidder will be taken into consideration. For this purpose, the committee will evaluate technical and financial proposal.

Evaluation Criteria:

SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL			
EVALUATION CRITERIA		Firm ABC	
		Total Marks	Marks Obtained
I. Methodology		50	
a.	CVs of two Legal Experts	15	
b.	CVs of 2-3 IT Experts	10	
c.	Legal Expert(s) possess 10 years practicing / performing lawyer experience	10	
d.	Proof of Similar work / project (2-3)	15	
II. Presentation		50	
	Presentation to demonstrate (20-30 minutes) the capacity to undertake the task.		

Note:

1. Any false / wrong information / report will lead to rejection of bid.
2. Minimum qualification marks for technical proposal evaluation will be 60%.
3. The financial Bid of those bidders will be opened who stand technically qualified.
4. Weightage will be measured to technical bid points scored at 80% and financial bid at 20% to determine a total evaluated score.
5. The bidder with the highest evaluated score will be awarded the contract.

4. BIDDING METHOD

Single Stage / Two Envelope (Quality and Cost Based Selection (QCBS)) for pre-qualified bidders (as per Rule 36(b) of PP Rules 2004)

5. EXAMINATION OF THE BIDDING DOCUMENT

The Bidder is expected to examine the Documents, including all instructions and terms and conditions. Failure to furnish any information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every aspect will be at the Bidder's risk and may result in the rejection of the Bid.

6. CLARIFICATION OF THE BIDDING DOCUMENT

The Bidder may ask further information or clarification of the Bidding Document, not later than three (03) working days prior to the deadline for the submission of the Tender, in writing or by visiting the office of Deputy Director (Admin), National Information Technology Board.

7. AMENDMENT OF THE TENDER DOCUMENT

The Procuring Agency may, at any time prior to the deadline for submission of the Bids, at its own initiative or in response to a clarification requested by the prospective Bidder(s), amend the Documents or its clauses, on any account, for any reason. All amendment(s) shall become part of the Bidding Document and binding on the prospective Bidder(s).

The Procuring Agency shall notify the amendment(s) in writing to the pre-qualified Bidders (Category IV), who shall acknowledge receipt of the amendment(s) in writing.

8. PRICING

- a) The quoted price shall be competitive / final / fixed and valid until completion of the Contract i.e., not subject to negotiation / variation / escalation;
- b) The quoted price shall be in Pak Rupees;
- c) The quoted price shall be inclusive of all taxes, duties, levies, insurance etc.;
- d) Where no prices are entered, no separate payment shall be made; and
- e) Any mistake in this regard will be bidder's responsibility.

9. PERFORMANCE GUARANTEE

- 10.1. The successful Bidder shall be required to deposit in the form of a Bank Guarantee, as Performance Bond upon execution of the procurement of services contract, a sum equivalent to 10% of the quoted price, on the Form and in the manner prescribed by the Procuring Agency. This Bank Guarantee shall be issued by a scheduled bank operating in Pakistan and shall be kept valid from the date of

issue, and should cover the performance of services during the contractual period, which will not be less than one (01) year.

10.2. Failure to provide a Performance Guarantee by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the bidder with next highest evaluated marks/points or call for new bid.

10.3. Performance Guarantee shall be released after one year.

10. LANGUAGE

Proposals should be submitted in the English language

11. VALIDITY OF BID

Proposals must remain valid for 180 days after the proposal submission date.

12. Preparation of Bid

13.1. As per PPRA rules, 'Single Stage –Two envelope procedure' will be used for the said procurement.

13.2. The bids shall be submitted in a sealed package/packages in such a manner that the contents are fully enclosed and cannot be known until duly opened.

13.3. **Technical Proposal:** Envelope for Technical Proposal shall be marked as "**TECHNICAL PROPOSAL**" clearly in bold and legible letters to avoid confusion. It must contain two (02) hard copies and two (02) soft copies (in USB) of the technical proposal (each being physically separated, sealed and labelled as "Technical Proposal"). Each envelope should contain similar supporting documents.

13.4. **Financial Proposal:** Envelope for Financial Proposal shall be marked as "**FINANCIAL PROPOSAL**" clearly in bold and legible letters to avoid confusion. It must contain two (02) hard copies of Financial Proposals sealed and marked separately.

13.5. **Soft copies of both Technical and financial proposals must be provided along with bid envelopes in erasable format.** In case of any difference between hard and soft copy, the hard copy will prevail.

13.6. **Bid Bond/Security:** A Bid Bond in the shape of a Bank Draft/Pay Order in the name of 'National Information Technology Board', equivalent to 2% of the Total Cost of the quoted bid must be submitted along with the proposal.

13.6.1. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as “**BID BOND**”, and should be **SEALED**. **It must be ensured by the bidders that bid bond should not be in the envelope of financial OR technical proposal. In the technical bid, bidder must confirm on company's letterhead that the Bid Bond is being submitted separately as required by NITB.**

13.6.2. Bidder should duly fill in and submit the **Bid Forms**.

13.6.3. All bids and prices must remain valid for a period of **180 days** from the closing date of the submission of tender documents. However, the Bidders are encouraged to state a longer period of validity of the bids.

13.6.4. The currency in the bids shall only be quoted in Pakistan Rupees (PKR).

13.6.5. The bidder shall bear all costs associated with the preparation and delivery of its Bid, NITB will in no case be responsible or liable for those costs.

13.6.6. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and NITB shall be written in the 'English' language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.6.7. Bidder is required to stamp every page of the bid document along with signature at the required pages and submit back along with the bid.

14. SUBMISSION DATE AND TIME

Both Technical and Financial bids must be submitted in sealed envelope on or before 11.12.2023 at 1100 hrs and the same will be opened on the same day at 1130 hrs in presence of bidder or their authorized representatives who chose to be present. The absence of the applicants or their authorized representative(s), however, shall not obstruct or prevent the opening of the Bid in any way. Bidders or their authorized representatives who are present at the time of opening of the bids shall sign in a register evidencing their presence.

15. PRE-BID Meeting.

A Bidders' meeting will be held in the premises of National Information Technology Board (NITB) on 18.12.2023 at 11:00hrs, (Plot no. 24-B, Street no. 6, Sector H-9/1, Islamabad. Phone: 051-9265063).

All queries relating to the tender should be e-mailed to ddadmin@nitb.gov.pk at least days (02) days before the meeting. Answers to the submitted queries shall be given on priority basis in the meeting.

16. DELIVERABLES

- 16.1. Preparation of Techno cum Rules of NITB based on National Information Technology Act 2022 (Function Section) (Annex-I)
- 16.2. The Formulation of Rules must comply with standing Government Rules, Procedure & Polices.
- 16.3. Applicability of the Rules will be Federal Government Functionaries.

17. PAYMENT MILESTONES

Sr. No.	Description	Project Milestone	Payment Terms (% of respective milestone)
1.	Milestone 1: Delivery of draft	Acceptance by NITB	75 %
2.	Milestone 2: Finalization from all Government Functionaries	Acceptance by NITB/GoP	25 %

18. Payment Terms

- 18.1. The cost shall be one time and the prepared Rules/deliverables shall solely be the property of the Government of Pakistan with all rights and documentation.
- 18.2. Use the prescribed format Bid Form.

19. Scope of Work and Timeframe

Prepare and present the Techno cum Rules of NITB based on the Function of the National Information Technology Board Act, 2022

- 19.1. **Functions of the Board.**—The Board shall exercise all powers as shall enable it to effectively perform its functions under this Act for the provisions of this Act. In particular and without prejudice to the generality of the foregoing power, the Board shall—

- 19.1.1. provide technical guidance for embedding e-governance in the Federal Ministries and Divisions including their attached departments, autonomous bodies, sub-ordinate offices and promoting efficient and transparent governance;

- 19.1.2. facilitate efficient and cost-effective implementation of e-governance programs in the Federal Ministries and Divisions;

- 19.1.3. carry out training need assessments, including infrastructure as well as Human Resources skillset and capacity, periodically in the Federal Government departments and to design and implement IT capacity building programs for employees of the Federal Ministries and Divisions including their attached departments, autonomous bodies, sub-ordinate offices;
- 19.1.4. review the status of e-government readiness on a regular basis to ensure sustainable, accelerated digitization and relevant human resource development in Federal Ministries and Divisions including their attached departments, sub-ordinate offices and autonomous bodies;
- 19.1.5. identify the areas where IT interventions can be helpful and to suggest measures for the automation of these areas through business process re-engineering (BPR) in the Federal Ministries and Divisions including their attached departments, sub-ordinate offices and autonomous bodies;
- 19.1.6. provide standards, recommendations and compliance for software and infrastructure in the field of electronic governance in line with recommendations of lead Cyber and IT security setup, department or organization designated by Federal Government;
- 19.1.7. carry out coordination with the provinces and provide assistance and facilitation as and when required for the provisions of this Act;
- 19.1.8. facilitate efficient and cost-effective conception, procurement, implementation, operations and maintenance of all the Federal Government's Ministries, Divisions, departments and organizations' e-government programs and projects and ensure their holistic alignment with the national strategic action plans;
- 19.1.9. provide data to all government departments as per their requirement in accordance with the provisions of this Act;
- 19.1.10. be responsible to review and acquire information and communication technology service infrastructure to government departments to revamp e-governance and communication within the Government;
- 19.1.11. provide application and IT solution standardization across the government departments in information and communication technology for e-governance;

- 19.1.12. be responsible to build, rollout and maintain IT disaster plan for smooth functioning of e-governance in Federal Ministries and Divisions including their attached departments, sub-ordinate offices and autonomous bodies;
- 19.1.13. be responsible to provide system analysis consulting service to the Federal Government departments for e-governance based on their needs;
- 19.1.14. facilitate by outsourcing projects to build private sector information and communication technology industry and diversify the skillset of new generation;
- 19.1.15. establish centers of excellence to develop technologies in collaboration with other government departments and private sector in accordance with the provisions of this Act;
- 19.1.16. maintain directory of all private sector companies to collaborate and deliver services to any Ministry, Division or organization on information and communication technology related projects in accordance with the provisions of this Act;
- 19.1.17. utilize all means to ensure security of e-governance applications, IT solutions, data and systems deployed for the provisions of this Act in line with recommendations of lead Cyber and IT security setup, department or organization designated by the Federal Government;
- 19.1.18. recommend to ministry and division concerned any matter pertaining to development, reform, improvement and sustainability of information and communication technology sector of Pakistan, for preparation of national IT policy;
- 19.1.19. be responsible for recommending and defining standardized parameters in line with IT policy to be followed at all levels for e-governance;
- 19.1.20. recommend proposals for development of national IT plans and policies to ministries and divisions concerned and execute in accordance with the provisions of this Act; and
- 19.1.21. exempt the Federal Ministries and Divisions including their attached departments, sub-ordinate offices or autonomous bodies from establishment and deployment of e-governance, due to sensitive nature of data and tasks of aforesaid entities.

20. Eligible Responding Organizations – Bidders

- 20.1. are already pre-qualified by the NITB in category-IV;
- 20.2. should be the registered or incorporated as per the law of the land where it originates, and submit the valid Registration or Incorporation Certificate, Income Tax Registration and ATL Status;
- 20.3. should submit response to the Invitation;
- 20.4. should submit ‘Self Declaration’ mentioning RO’s eligibility, non-conflict of interest, non-receipt of any punishment while doing software development business or any other business including any kind of debarment or blacklisting by any Governmental or national or international organizations and litigation history (if any).

21. General Instructions for the Bidders

- 21.1. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. If a Bidder believes that any portion of the submittal is to be treated in confidence, he shall identify such information clearly in the submittal. NITB will make every effort to treat such documents in confidence as far as possible.
- 21.2. The Bidder shall not be permitted to withdraw the Bid after the deadline.
- 21.3. The Bidder shall be responsible for payment of any duties / taxes etc. that are imposed by the GOP or any other quarters concerning, and during the currency of the project. The Financial proposal must indicate G.S.T and all kinds of associated taxes as per applicable laws.
- 21.4. The NITB shall select the bidder based on the eligibility parameters and evaluation criteria prescribed hereinafter. Anything not mentioned in this document regarding the Bid process shall be governed by the prevailing Rules prescribed by Public Procurement Regulatory Authority and GoP’s Regulations.
- 21.5. The documentary evidence of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to the NITB’s satisfaction that the Bidder meets each of the qualification criteria specified.
- 21.5. For formulation of Techno cum Rules as listed in the RFP, which the Bidder intends to prepare or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the NITB for these Rules. Quoted rates and prices will be deemed

to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

22. SETTLEMENT OF DISPUTES

- 22.1. If any dispute or difference of any kind whatsoever shall arise between the NITB and the Vendor in connection with or arising out of the resultant Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 22.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NITB or the Vendor may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 22.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.
- 22.4. The arbitration may be commenced prior to or after delivery under the contract.
- 22.5. Arbitration proceedings shall be conducted in accordance with the arbitration law of Pakistan. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The NITB shall pay the Vendor dues (if any). Head of NITB and Head of the vendor will nominate arbitrator(s).

23. FORCE MAJEURE

- 23.1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's a delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 23.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3. If a Force Majeure situation arises, the Vendor shall promptly notify the NITB in writing of such condition and the cause thereof. Unless otherwise directed by the NITB in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means, solely at its own cost, for performance not prevented by the Force Majeure event.

24. **PENALTIES**

Penalty @ 0.05% / per day of the total contract amount will be applicable for delay beyond the Delivery Schedule mentioned against respective milestone.

25. **BLACKLISTING**

If the Vendor fails / delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract / commits breach of any of the terms and conditions of the Contract or found to have been engaged in corrupt or fraudulent practices during the execution of the contract, the NITB may without prejudice to any other right of action / remedy it may have, blacklist the Vendor as per the PPRA Rules.

26. **Rejection of the Bid**

- 26.1. NITB reserves the right to reject any or all bids without mentioning any reason or which do not meet the intent of the specifications or where there is evidence of lack of competition in the light of rules 33 & 34 of PPRA Rule, 2004.
- 26.2. NITB is not bound to accept the lowest priced bid or any particular bid or any part of a bid.
- 26.3. NITB in case of rejection as per sub-clause (26.1) & (26.2), will not be responsible to pay the expenses or losses which may be incurred by any bidder in preparation of bid

27. **Confidentiality / Non-Disclosure Agreement (NDA)**

The Contractor shall keep confidential all data and information connected with the NITB or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose to any third party or use it other than for performance of the Services except: -

- with the prior written consent of the NITB; or
- by requirement of law.

BID FORM

Name of the Firm: _____ Bid Reference No: _ Date of opening of Bid: _____

Letter of Intent

Name of the Tender: Techno cum Rules formulations of NITB

The Deputy Director (Admin),
National Information Technology Board,
Islamabad.

Dear Sir,

Reference your letter No. _____ dated __, having examined the documents, we offer our services for preparation of the above-named Rules in full conformity with the bidding documents and at the rates/ prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached to and made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Rules formulation services in accordance with the delivery schedule specified in the Terms and Conditions.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to fully abide by the terms of this bid, inter alia, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe all the applicable laws including those relating to fraud and corruption, anti-bribery and money laundering.

Dated this [insert: number] day of [insert:

month], [insert: year]. Signed & Stamped: ____

In the capacity of [insert: title or position]

BID FORM

Performance Guarantee

The Deputy Director (Admin),
National Information Technology
Board, Islamabad.

Whereas [Name of Supplier] (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract No. [number] dated [date] to provide [description of services] (hereinafter called “the Contract”). And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 05% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give on behalf of the Consultant the performance Guarantee:

Therefore, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the	day of_	, 2023
Signature and Seal of the Guarantors/ Bank		
Address:		
Date:		

BID FORM

(To be enclosed in Financial Proposal)

Financial Proposal for Perpetual Model. Name of the Firm: _____ Bid Reference No: _____ Date of opening of Bid: _____

We hereby undertake to abide by all the financial terms & conditions of the RFP for “Techno cum Rules Formulations” and agree with the payment milestones mentioned in the RFP. We are agreeing to share all relevant Laws / Rules / References etc. referred during the formulation of Rules.

The prices mentioned below include all the costs associated with the formulations of Rules.

SN	Description	Qty	Total Price (Incl. all Taxes)
1.	Techno cum Rules Formulation	1	
TOTAL PRICE			