

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION ARCHIVES & LIBRARIES DEPARTMENT

REQUEST FOR PROPOSAL
FOR
“HIRING OF E- PAYMENT SERVICES FOR ONLINE ADMISSIONS SYSTEM, GOVT.
COLLEGES OF KHYBER PAKHTUNKHWA”



Assistant Director F&IS
Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa

REQUEST FOR PROPOSAL

FOR

“HIRING OF E- PAYMENT SERVICES FOR ONLINE ADMISSIONS SYSTEM, GOVT.
COLLEGES OF KHYBER PAKHTUNKHWA”

TABLE OF CONTENTS

S.No	Topic	Page No.
	Definitions	04
1.	Invitation for Bids (IFB)	05
2.	Instructions to the Consultant (ITC) and Datasheet	06
3.	Preparation and Submission of Proposal	07
4.	Technical Proposal	08
5.	Financial Proposal	09
6.	Proposal Evaluation. Technical Proposal and Financial Proposal.	10
7.	Contract Negotiation	11
8.	Award of Contract	11
9.	Bidder / Vendor Eligibility	11
10.	Terms of Payment to Firm	12
11.	Termination of Contract	12
12.	Rejection Criteria/Grounds for Rejection of Bids	12
13.	Terms of Reference (TOR) for the Assignment	12
	1. Background	12
	2. Scope of Work	13
	3. Deliverables	13
14.	Bid Data Sheet	14
15.	The points/weightage given to each category of evaluation criteria are:	15
16.	Standard Forms. Technical Proposal Form. FORM-1.	18
17.	Firms Reference. Relevant Services Carried Out in the Last Five Years, Which Best Illustrate Qualifications. FORM-2.	19
18.	Approach Paper On Methodology Proposed For Performing The Assignment. FORM-3.	20
19.	Comments/Suggestions required of Bidder/Vendor (if any) FORM-4.	21
20.	Format Of Curriculum Vitae (CV) For Proposed Key Staff. FORM-5.	22
21.	Work Plan/Activity Schedule. FORM-6.	23
22.	Composition Of The Team Personnel And The Tasks To Be Assigned To Each Team Member. FORM-7.	24
23.	Financial Proposal Form. FORM-8.	25
24.	Draft Contract Agreement.	26

Higher Education, Archives & Libraries Department
 Government of Khyber Pakhtunkhwa
 Assistant Director - EMIS



GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

INVITATION FOR BIDS
HIRING OF E-PAYMENT SERVICES FOR ONLINE ADMISSIONS SYSTEM, GOVT.
COLLEGES OF KHYBER PAKHTUNKHWA

Higher Education Archives & Libraries Department Khyber Pakhtunkhwa invites sealed tenders from the Firms/Companies/Micro Finance Banks/E-payment Service providers duly registered for facilitation in collection of application processing fee with regard to online admissions in Govt. Colleges of Khyber Pakhtunkhwa.

Terms and Conditions

1. The bidder/vendor shall submit their proposals through single stage two envelope system, in one sealed covering envelope having separately sealed technical and financial proposals under KPPRA rules.
2. Detailed Specifications/RFP for the E-payment services can be obtained from the Office of the undersigned during working days from 9 AM to 5 PM. The same can also be downloaded from KPPRA website as well as Higher Education Department website (hed.gkp.pk).
3. The bidder/vendor shall be selected under **Least Cost Based Selection** among the technically qualified bidders.
4. Tenders complete in all respect shall be considered only. Incomplete proposal not conferring to RFP shall be rejected straight away.
5. The bidder/vendor should be registered with FBR and KPRA for income and sale tax respectively.
6. The bidder/Vendor should be on active tax Payer list (income and sales tax) and shall produce Income Tax and Sales Tax Certificates as applicable.
7. The bidder/vendor shall submit Rs 1,000,000/- (One Million) PKR as a bid security in the name of Director HEMIS.
8. The successful bidder/vendor shall be required to submit performance guarantee Rs 05 Million PKR.
9. A pre-bid conference will be held on 13th February 2024 at 11:00 AM in Conference Room of HEMIS, located at First Floor of Directorate General of Commerce Education & Management Sciences building, Rano Ghari near northern bypass Peshawar. The bidders are requested to thoroughly study the Bidding Documents before pre-bid conference for an clarification of their queries during the said conference.
10. All the bidder/vendors should submit their complete proposal by 16th February 2024 at 11:00 AM, through registered postal / courier service or by hand on below mention address. Proposals received after deadline shall not be considered.
11. The proposals received shall be opened on the same date at 16th February 2024 at 12:00 PM.
12. The Competent Authority reserves the right to reject any or whole tenders by showing cogent reason.

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HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA
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Morr, Near Northern Bypass, Peshawar
Phone No – 091-9214427-29

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DEFINITIONS:

- (a) "Procuring Entity PE" means the implementing department which signs the contract
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) "Bidder/Vendor" means a registered Firms/Companies/Micro Finance Banks/E-payment Service providers complying with criteria and other terms & conditions given in this bid solicitation document that has submitted its bid as per the given requirements.
- (d) "Bidding document" means RFP document along with its appendices and annexure offered to the potential bidders/vendor, from the eligible firms to collect the application processing fee as per requirements of Higher Education Department Khyber Pakhtunkhwa.
- (e) "Contract" means an agreement enforceable by law and includes general and special conditions of the contract and RFP.
- (f) "Contract Price" means the entire sum of portion thereof payable to the bidder/ firm under the Contract for the full and proper performance of its contractual obligations.
- (g) "Client" means the organization/department with which the selected bidder/vendor signs the Contract for the provision of Services.
- (h) "Bid Data Sheet" means such part of the RFP used to reflect specific assignment conditions.
- (i) "Day" means calendar day.
- (j) "Government" means the Government of Khyber Pakhtunkhwa.
- (k) "Instructions to Bidder" means the portion of RFP which provides Consultant with all information needed to prepare their Proposals.
- (l) "KPPRA" is a Khyber Pakhtunkhwa Public Procurement Regulatory Authority, established by the Government of Khyber Pakhtunkhwa
- (m) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (n) "Proposal" means a technical proposal or a financial proposal, or both.
- (o) "Least cost" means Least Cost-Based Selection as defined under KPPRA rule 23 (C).
- (p) "RFP" means this Request for Proposal.
- (q) "Services" means the work to be performed pursuant to the Contract.
- (r) "Standard Electronic Means" includes facsimile and email transmissions.

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Government of Khyber Pakhtunkhwa

- (s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. INVITATION FOR BIDS (IFB) :

1. Director HEMIS invites Firms/Companies/Micro Finance Banks/E-payment Service providers duly registered for facilitation in collection of application processing fee with regard to online admissions in Govt. Colleges of Khyber Pakhtunkhwa.
2. The bidder/vendor shall submit their proposals through single stage two envelope system in one sealed covering envelope having separately sealed technical and financial proposals under KPPRA rules.
3. Detailed Specifications/RFP for the E-payment services can be obtained from the Office of the undersigned during working days from 9am to 5 pm.
4. Tenders complete in all respect will be considered only. Incomplete proposal not conferring to RFP shall be rejected straight away.
5. The bidder/vendor should be registered with FBR and KPRA for income and sale tax respectively.
6. The bidder/vendor shall submit Rs 1,000,000/- (One Million) PKR as a bid security in the name of Director HEMIS.
7. The successful bidder/vendor shall be required to submit performance guarantee Rs 04 Million PKR in addition to the already submitted bid security.
8. A pre-bid conference will be held on 13th February 2024 at 11:00 AM in Conference Room of HEMIS, located at First Floor of Directorate General of Commerce Education & Management Sciences building, Rano Ghari near northern bypass Peshawar. The bidders are requested to thoroughly study the Bidding Documents before pre-bid conference for any clarification of their queries during the said conference.
9. All the bidder/vendors should submit complete proposal by 16th February 2024 till 11:00 AM, through registered postal / courier service or by hand on below mention address. Proposals received after deadline will not be considered.
10. The proposals received shall be opened on the same date at 16th February 2024 at 12:00 PM.
11. The bidder/Vendor should be on active tax Payer list (income and sales tax) and shall produce Income Tax and Sales Tax Certificates as applicable.
12. The Competent Authority reserves the right to reject any or all tenders by showing cogent reason.
13. The bidder/vendor shall be selected under Least Cost Based Selection among the technically qualified bidders.
14. The RFP includes the following documents:
 - I. Section 1 - Letter of Invitation
 - II. Section 2 - Instructions to Consultants and Data Sheet

- III. Section 3 - Technical Proposal - Standard Forms
- IV. Section 4 - Financial Proposal - Standard Forms
- V. Section 5 - Terms of Reference
- VI. Section 6 - Standard Forms of Contract

Director IEMIS, Higher Education Department,
Khyber Pakhtunkhwa, Peshawar

2. INSTRUCTIONS TO THE CONSULTANT (ITC) AND DATA SHEET:

- 2.1 To prepare a proposal, please use the attached Forms / Documents listed in the Data Sheet.
- 2.2 Bidder/Vendor requiring a clarification of the Documents must notify the Client, in writing, not later than five (05) days before the proposal submission date. Any request for clarification in writing shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond to such requests in the pre bid conference be held on 13th February, 2024 at 11:00 AM.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment, if any, shall be uploaded to the department and KPPRA websites. The Client may at its discretion extend the deadline for the submission of proposals.
- 2.4 Conflict Of Interest & Conflicting Relationships, Bidder/Tenderer are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Bidder/Tenderer have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Bidder/Tenderer or the termination of its Contract
- 2.4.1 Without limitation on the generality of the foregoing, Bidder/Tenderer, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i. A Bidder/Tenderer that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - ii. A Bidder/Tenderer (including its Personnel and Sub Bidder/Tenderer) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder/Tenderer to be executed for the same or for another Procuring Entity.
- 2.5 Fraud and Corruption:
It is Government's policy that Bidder/Tenderer under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts.

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Government of Khyber Pakhtunkhwa,
Peshawar



In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines

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

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

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

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

3. PREPARATION AND SUBMISSION OF PROPOSAL

- 3.1. The bidders/tenderers are required to submit a separate technical and financial proposal. The proposal shall be written in English language and in typed form.
- 3.2. All pages of the Technical and Financial Proposals are to be authenticated.
- 3.3. The bidders/tenderers shall submit one original technical proposal and one original financial proposal. Each proposal shall be in a separate envelope. All technical proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and the financial proposals in the one marked "FINANCIAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE."
- 3.4. The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Bidder/Tenderer themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 3.5. The complete technical and financial proposal shall be delivered on or before the time and date stated in the Data Sheet.
- 3.6. Modification, Substitution and Withdrawal of Proposal: Once the bid documents are submitted, withdrawal/modifications and substitutions in the bid documents shall not be allowed.
- 3.7. Period of Bid Validity: The Bids/ proposals shall be valid for a period of 60 days from the date of opening of the technical proposals. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period. A proposal valid for a shorter period may be rejected as non- responsive.
- 3.8. In exceptional circumstances, Director HEMIS, HED may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.

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

Date and Time: 13th February 2024 at 11:00 AM

Venue: Committee Room, HEMIS, First Floor DG Commerce Building Rano Ghari near northern Bypass Government of Khyber Pakhtunkhwa

The purpose of the meeting would be to clarify queries on any aspect pertaining to the document. The amendments/clarifications, if any, occurred during discussion and agreed to by the Client would be published on the same day on its official website.

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

4. TECHNICAL PROPOSAL

- 4.1 In preparing the technical proposal, the bidder/vendor are expected to examine RFP carefully. Failure to provide all requested information shall be at bidder/vendor own risk and may result in rejection of proposal.
- 4.2 During preparation of the technical proposal, you must give particular attention to the following:
- All required information/documents are duly provided and accordingly tagged/marked.
 - The key professional staff proposed for the assignment shall be full time working employees of the firm.
 - Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
 - No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position, where required by the client.
 - Reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.
- 4.3 Your technical proposal shall provide the following and any additional information using the formats attached in

Appendix I:

I-Form-1 A brief description of the Bidder/Tenderer organization and an outline of their experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount, firm's involvement and completion certificate issued by the respective client.

I-Form-2 Bidder/Tenderer understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the Bidder/Tenderer propose to perform on the activities and completion of the assignment.

I-Form-3 Any comments or suggestions on the TOR;
The Bidder/Tenderer comments, if any, on the data, services and facilities to be

provided by the Client and indicated in the TOR.

I-Form-4 Recent/Fresh CVs signed by the proposed key professional staff countersigned by the proposed team leader/Project Manager. Key information should include highest educational qualification, experience including number of years with the firm, and key responsibilities held in various assignments especially during the last ten (10) years.

I-Form-5 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

I-Form-6 A project execution work plan delineating timelines and dependencies, if any.

Any additional information as requested in the Data Sheet.

4.4 The Technical Proposal should not include the cost/financial bid under any circumstances; else it would be summarily rejected.

4.5 The Bidder/Tenderer comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal

5. FINANCIAL PROPOSAL

5.1 The financial proposal should list the costs associated with the Assignment inclusive of all applicable taxes. Your financial proposal should be prepared using the formats attached as Form-8

5.2 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

5.3 Bid Security/ Earnest Money/Performance Guarantee.

5.3.1 The firm shall have to provide a Bid security of Rs.1,000,000/- PKR (Rupees 1.0 million only, estimated) in the form of a CDR or demand draft, issued in favor of Director HEMIS, Higher Education Department.

5.3.2 In the event of non- submission of the Bid Security, the proposal will be summarily rejected.

5.3.3 The Bid security amount will be forfeited if upon being declared successful, the firm refuses to repudiate the contract offer or having accepted the work order, fails to carry out its obligations mentioned therein.

5.3.4 The Bid security of the unsuccessful bidders will be returned upon a written request addressed to Director HEMIS Cell.

5.3.5 The Bid Security of the successful bidder/vendor shall be retained.

5.3.6 The successful bidder should be required to submit performance guarantee Rs 04 Million PKR issued by any commercial bank in addition to the already submitted bid security i.e Rs one million PKR.

5.4 Costs shall be expressed in Pak Rupees.

Page 9 of 28

Request for Proposal for Higher Education, Archives & Libraries Department

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

6. **PROPOSAL EVALUATION**

- 6.1 Single stage-two envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first as per criteria laid down respectively followed by the financial evaluation. The technically qualified firms shall be financially evaluated in pursuance of Rule 23 (C) of the KPPRA Procurement Rules 2014. The contract shall be awarded on the basis of the firm quoting lowest financial bid amongst technically qualified bidders (scoring 70 or above).
- 6.2 Clarification of Proposals: In the process of examination, evaluation and comparison of proposal, the PE may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.
- 6.3 Correction of Errors: Bidders are advised to exercise adequate care in quoting the prices/fees. No modification/ correction in quotations will be entertained once the bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.
- 6.4 Arithmetic errors in proposals (Technical/Financial) will be corrected as follows:
- 6.4.1 In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
- 6.4.2 The amount stated in the proposal shall be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the firm, shall be considered as binding upon the firm.
- 6.4.3 If the Firm does not accept the corrected amount, the proposal shall be rejected.

6.5 **TECHNICAL PROPOSAL:**

The technical evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria specified in the Data Sheet. Firms scoring less than seventy (70) marks shall be rejected and their financial proposals returned un-opened.

6.6 **FINANCIAL PROPOSAL:**

- 6.6.1 The financial proposals of the consulting firms scoring 70 or above marks on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who are to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 6.6.2 The financial bid will be selected on Least Cost Based Selection.
- 6.6.3 The evaluation committee shall determine whether the financial proposals are complete and without computational errors.
- 6.6.4 Evaluation of Financial Proposal (Price): Evaluation of the price proposal will consider, but will not be limited to, the Cost reasonableness and Consistency with

which shall be almost active for 06-07 months.
The software not only facilitates students who can apply from

the technical proposal.

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

7. **CONTRACT NEGOTIATION**

- 7.1 Prior to the expiration of proposal validity, the Client shall notify the successful Bidder/Tenderer in writing to invite it to negotiate the Contract.
- 7.2 Negotiations normally take from two (02) to five (05) days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 7.3 Negotiations shall commence with a discussion of successful bidder technical proposal including the proposed methodology, work plan, staffing and any suggestions made to improve the TOR. Agreement shall then be reached on the final TORs.
- 7.4 Having selected Bidder/Tenderer on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 7.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Bidder/Tenderer shall finalize the contract to conclude negotiations. If negotiations fail, the procuring entity may invite the second lowest bidder for Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second lowest Bidder/Tenderer.

8. **AWARD OF CONTRACT**

- 8.1 The contract shall be awarded after successful negotiations on all the terms of the contract with the selected Bidder/Tenderer and approved by the competent authority. Upon successful completion of negotiations /Initialing of the draft contract, the Client shall promptly inform the other Bidder/Tenderer that their proposals have not been selected
- 8.2 The selected Bidder/Tenderer is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 8.3 In case of any dispute arising out of the execution of contract shall be settled in Peshawar

9. **BIDDER/VENDOR ELIGIBILITY:**

The bidder/vendor are required to provide documentary proof against the below to ascertain the eligibility.

- 9.1 The firms/companies/operators/E-payment Service providers/Microfinance Bank or Financial Institutions (FIs) should be registered with associated regulatory body/authority.
- 9.2 The firms/companies/operators/E-payment Service providers/Microfinance Bank or Financial Institutions (FIs) should have provincial level wide collection of e-payment facility, having at least 8,000 retailers/collection points in Khyber Pakhtunkhwa.
- 9.3 Bidder should be registered entities with provincial/federal tax authority i.e. FBR and

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Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa

KPRA and must be on active tax payers list for income/sale tax.

- 9.4 The firm shall not be blacklisted by any federal or provincial Government. The firm shall provide affidavit of not blacklisted in any Government or Semi Government entity.

10. TERMS OF PAYMENT TO THE FIRM

The service charges will be paid to the successful firm/bidder as per period or mechanism as may be subsequently agreed by the parties in writing.

11. TERMINATION OF CONTRACT

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

- 11.1 If the firm becomes insolvent or goes into compulsory liquidation.
- 11.2 If the firm in the opinion of the PE, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- 11.3 If the firm submits to PE a false statement which has a material effect on the rights, obligations or interests of the department.
- 11.4 If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the PE.
- 11.5 If the firm fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing. In such an occurrence PE shall give a written advance notice of 20 days before terminating the Contract which will stand terminated after expiry of the notice period.
- 11.6 Any other reason as may be mentioned in the contract at the time of contract execution with the firm.

12. REJECTION CRITERIA/GROUNDS FOR REJECTION OF BIDS

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

- i. Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.
- ii. Incomplete Bids will be rejected outright.
- iii. The Technical Bid shall contain no commercial details failing which the PE shall reserve the right to reject the bid summarily.
- iv. The price quoted by the Bidder is not inclusive of all statutory taxes and levies applicable.
- v. Bids not submitted under single stage two envelope in two separate envelopes as prescribed in the RFP.
- vi. Bids received after due date & time will straightaway be rejected.
- vii. The Bidder engages in corrupt or fraudulent practices in competing for the Contract.

13. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT

1. BACKGROUND

The Online Admission system was introduced in 2015 for conducting admission in Govt. Colleges at intermediate level. The scope of the software has now been extended and all Govt. Degree and commerce colleges are offering admissions at intermediate, Associate Degree and BS level programs across the province in different colleges during an admission session

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Government of Khyber Pakhtunkhwa

which shall be almost active for 06-07 months.

The software not only facilitates students who can apply from anywhere to any college but also colleges to speed up their admission process by generating merit lists.

2. **SCOPE OF WORK:**

- i. Integration with the online admission software of higher education department for automatic verification of applications of students apply for admission in a college. The solution provided by the firm should be fully securely integrated with the existing online admission system (through API's responsible successful integration. The status of application should be instantly updated on the online admission system after successful deposit of application processing fee by the student through E-Payment services provided by vendor.
- ii. Wide range of e-payment collection points/mode of e-payment should be available in each district of Khyber Pakhtunkhwa. so that student may be able to deposit the fee from anywhere using different modes of payment services. The retailer voucher mode of e-payment is mandatory.
- iii. Confirmation SMSs regarding e-payment (for each transaction) should be sent by the bidder/vendor to students. SMSs should be sent to students against each transaction deposit when the voucher/consumer ID is generated and a confirmation SMS should also be sent to student against each application after successful deposit of application fee clearly mentioning the voucher number/Consumer ID, transaction ID and date and time of the voucher/consumer ID payment.
- iv. Provision of location mapping of branches, franchise and retailers' details (mentioning their valid Cell No. Landline No. Postal Address and email id, District/Tehsil/cluster wise details).
- v. Availability of Online reporting portal/Transactional Dashboard is essential. This feature is mandatory to establish by firm within 10 days after signing of contract. In case of failure, within the given period, liquidity charges will apply as per contract terms.
- vi. The reporting portal/transactional dashboard developed should reflect transaction details and reports as per need of the client. It should also provide facility to generate reports on daily, weekly, monthly and customized dates range. All the reports should be exportable in CSV, Excel and PDF.
- vii. Collection of application processing fee from students via E-Payment Services and depositing the same in Client bank account (PLS) (Bank of Khyber) within 24 hours.
- viii. Submission of weekly reports of fee collection during admission tenure and its deposit to Client bank account (PLS) (Bank of Khyber) by the service provider is mandatory. The firm will also submit a complete report (collection & deposit) in hard form after completion of admission process.
- ix. A dedicated focal person (KP based) for close coordination shall be provided by the firm during the entire period of the project.
- x. The bidder/vendor shall provide support to client regarding integration of system as well as technical assistance during admission time as per need. The firm shall align their technical team to coordinate with client to integrate and fully test the system. The firm shall also provide 24/7 support during the admission session to ensure the availability of services.
- xi. The bidder/vendor shall submit its proposal, service charges per application (inclusive of all taxes) for collection and deposit to client's bank account in Bank of Khyber.

3. **DELIVERABLES**

- i. Inception report
- ii. Provision and integration of Payment gateway APIs
- iii. Provision of Transaction Dashboard.
- iv. Testing of E-payment Services and submission of report.
- v. E-Payment Collection
- vi. Final report submission.

Assistant Director - EMIS
Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa



14. **BID DATA SHEET**

14.1 The name of the Assignment is:

Hiring of e- payment services for online admissions system, Govt. Colleges of Khyber Pakhtunkhwa

The name of the Client is:

Higher Education Archives & Libraries Department, Khyber Pakhtunkhwa, Peshawar

14.2 The description and the objectives of the Assignment are:

As per TORs included in RFP.

14.3 Phasing of the Assignment (if any): **Scope of work** already defined in RFP.

14.4 Pre-Bid Conference: The Client shall hold a pre-bid meeting on **13th February 2024 at 11:00 AM in the Committee Room of IEMIS**, First Floor DG Commerce Rano Ghari near northern bypass Peshawar, Khyber Pakhtunkhwa.

14.5 The Client shall provide the following inputs:

As per work plan in RFP Document

14.6 Eligibility of the bidder: **As per Bidder/Vendor eligibility mentioned in section 9 of RFP Document.**

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

14.8 The address for seeking clarification is:

Director IEMIS HED, Directorate General of Commerce Education & Management Sciences building, Rano Gharri Peshawar Pakistan.

Phone No.091-9214427


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Government of Khyber Pakhtunkhwa

C) Profile of Key personnel for the proposed team

15. THE POINTS/WEIGHTAGE GIVEN TO EACH CATEGORY OF EVALUATION CRITERIA ARE:

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

S.No	Description of Indicator	Allocable Marks	Parameters/ Sub-allocation	Remarks	Annexure/ Page number
A) Firm / Company Profile					
1	Fully functional Offices/ Infrastructure Presence	10 marks	KP-Peshawar: 05 marks National level: 05 marks	Registered Address of Head Office, Sub-offices, Telephones, Fax & Email	For Example Annex-I /Page-1-6
2	Physical presence /outlets/ retailers for collection in Khyber Pakhtunkhwa. (Min.8,000 retailer outlets are mandatory in Khyber Pakhtunkhwa)	10 marks	8,000 to 10,000: 05 marks Above 10,000: 10 marks	Certificate of proof/district wise list is required	
3	Status of the Bidder/Vendor	05 marks	Firm = 03 Company = 05	Certificate of proof shall be provided	
B) Firm's Core Experience					
1	Core experience of handling Government fee collection via E-Payment Projects	10 marks	Per project: 02 Marks Maximum 10 Marks	Project Completion certificates of the completed projects. Execution certificates of ongoing projects with 02 years of maturity.	
2	The ability to handle large volumes of Online transactions in a single project of the similar nature in any year. Minimum 0.3 million (03 lac) transactions in a single project is mandatory.	10 marks	Maximum Marks Per Project: 05 Marks 0.3 to 0.5 Million transactions in 05 months in single project: 02 Marks above 0.5 million transactions in 05 months in single project: 05 marks	Certificate of proof issued by the client is required for each project	
3	Mode of E-Payment service through mobile application	10 Marks	Mobile app available: 10 marks Otherwise, 0 marks	Availability on Play store and apple store.	

Assistant Director - EMIS
 Higher Education Archives &
 Libraries Department
 Government of Khyber Pakhtunkhwa



C) Profile of Key personnel for the proposed team					
1	The CV of the team leader to demonstrate management of a minimum of three (3) successful implementation of similar projects related to this assignment. Comprehensive CV detailing relevant experience to be attached to the proposal.	10 marks	For Project Manager: 05 years' experience as Project Manager having Master's Degree (Computer Science/Project Management/Business Administration): 05 marks otherwise no marks will be awarded. One team Member having 03 years' experience in software development/ implementation and integration of payment gateways:03 marks One team Member having 03 years' experience in online payment collection:02 marks	Names, CVs, Credentials & Experience Certificates etc.	
D) Proposed methodology & Technical approach in reference to the TORs					
1	Understanding of problem and proposed solution with project implementation plan. The ability of the firm for the integration of E-Payment Solution with online admission software through APIs and fee collection.	25 marks	Marks would equally be divided amongst Committee members	PPT to the Committee	
E) Financial Standing of the firm					
1	Income tax paid during last 03 years	10 marks	Upto 50M: 05 marks Above 50M: 10 marks	Income tax statement.	

Assistant Director - ENIS
 Higher Education Archives &
 Libraries Department
 Government of Punjab, Pakistan
 2019



Total points for the criteria: **100**

- i. **The minimum technical score required to pass is 70.**
- ii. The date, time and address of the financial proposal opening are:- **will be communicated after evaluation of technical bids.**
- iii. The firm is bound to quote the rates (E-payment Services) **per application** inclusive of all taxes.
- iv. The basis of award criteria is: ***Lowest Bid amongst technically qualified Bids i.e. Least Cost Selection under Rule 23 (c) of KPPRA***
- v. The Assignment is expected to commence on:-

Date: 20th March, 2024.

Location: Khyber Pakhtunkhwa

Sincerely,

**Director IEMIS,
Higher Education Department, Peshawar
Khyber Pakhtunkhwa.**


**Assistant Director - EIMS
Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa**

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sir:

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

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, 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 undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]'. _____
Name and Title of Signatory: _____
Name of Firm: _____
Address _____

Assistant Director - EGIS
Higher Education, Archives &
Libraries Department
Government of Karnataka, Mysore



17. FIRM'S REFERENCE/EXPERIENCE

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

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

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

Bidder/Tenderer Name: _____

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Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa

18. APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

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

- Understanding of objectives/Scope of work.
- Integration methodology with online admission system.
- Fee Collection/Mode of E-Payment
- Fee Deposit to client's account in Bank of Khyber.
- Provision of Reporting.
- Quality/Security.
- Innovativeness/Ease of use.
- Conciseness, Clarity & Completeness in Proposal Presentation.


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Libraries Department
Government of Khyber Pakhtunkhwa

19. COMMENTS/SUGGESTIONS REQUIRED OF BIDDER/VENDOR (if Any)

On the Terms of Reference (TOR)

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PE including: administrative support, office space, local transportation, equipment, data, etc.]


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Government of Punjab, Pakistan

20. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

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

9. Detailed Tasks Assigned on the Project:

10. Key Qualifications:
 [Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Experience in relevant assignment:
 [Give an outline of staff member's experience most pertinent to tasks on assignment.]

12. Education:
 [Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

13. Employment Record:
 [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]

14. Languages:
 [Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

15. Certification:
 I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

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 Higher Education Archives &
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 Government of Karnataka


 Signature of Staff Member

Date: _____
 Day/Month/Year

 Counter Sign of Team Lead/Project Manager

Date: _____
 Day/Month/Year

21. WORK PLAN/ACTIVITY SCHEDULE

Admissions in govt. colleges starts in July.

No	Activity	Timelines
1	Contract agreement	
2	Provision and integration of Payment gateway APIs	
3	Provision of Transaction Dashboard	
6	Testing of E-payment services	
7	E-Payment Collection	
8	Final report submission	


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 Higher Education Archives &
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 Government of Mysore, Panchajanya

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

1. Technical / Managerial Staff

Name	Position	Task Assignment


Assistant Director - E&IS
Higher Education, Archives &
Libraries Department
Government of Karnataka
Bhadravathi

23. FINANCIAL PROPOSAL FORM

[Form shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent] To: [Name and address of PE]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

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. Commissions and gratuities 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:

COST PROPOSAL.

Price Schedule in Pak. Rupees

1	2
Description	Cost per application (E-payment Services) (Inclusive of all taxes)
E-payment service charges per application, for the collection of application processing fee (of Rs.100/-) (Unit rate) inclusive of all taxes	

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

Yours sincerely,

Authorized Signature [In full and initials]. _____

Name and Title of Signatory: _____

Name of Firm: _____

Address' _____

Assistant Director - EMIS
Higher Education Archives &
Libraries Department
Government of Punjab, Faisalabad

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) Cost should not be given in percentage or conditionally.
- (iii) The firm/company shall give its financial proposal in plain PKR rupees against the per application fee i-e Rs. 100/- collected from each student for each apply (Inclusive of all taxes).

24. DRAFT CONTRACT AGREEMENT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PE 's name] ("the PE") having its principal place of business at [insert PE 's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address]. This contract will be valid for the period of one year from the starting date, extendable under rules 31A (2) on the mutual consent of both the parties.

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to "HIRING OF E- PAYMENT SERVICES FOR ONLINE ADMISSIONS SYSTEM, GOVT. COLLEGES OF KHYBER PAKHTUNKHWA"

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services.

- (i) The Consultant shall perform the services specified in bidding document, "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports, Personnel, time Period, Cost Estimate of Services and Schedule of Rates listed in bidding documents to perform the Services.

2. Term.

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

3. Taxes & duties.

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

4. Payment conditions.

Payment shall be made in PKR, no later than 30 days following submission by the Consultant of invoices in duplicate to the "PE" or any other period or mechanism as may be subsequently agreed by the parties in writing

5. Project Administration.

A. Coordinator.

- (i) The PE designates Mr./Ms. [insert name] as PE's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.
- (ii) The consultant designates Mr./Ms. [insert name] as consultant's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for submitting invoices for Payment, deliverables/reports etc.

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Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa

B. Records & Accounts.

The Consultant shall provide accurate and systematic records and accounts in respect of the Services, which shall clearly indicate all charges and expenses to the "PE".

6. Performance standard.

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality.

The Consultants shall not, during the term of this Contract and within one years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.

8. Ownership of material.

Any studies, reports or other material, or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and materials.

9. Penalty Clause.

If the consultant failed to provide required services as per quality, timelines given in bidding documents, the PE reserves the right to forfeit bid security and performance guarantee.

10. Liquidated damages.


If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000.00 per day. However, the amount so deducted shall not exceed, in the aggregate the value of the bid security.

11. Force Majeure.

Force majeure shall mean any event, act or other circumstances not being an event or circumstance under the control of the Department or of the firm. Non-availability of materials/supplies/Human resource/other resource; ancillary and incidental to the conduct of instant services or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department.

The firm shall not be liable for liquidated damages, forfeiture of its bid Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the firm shall, by written notice served on the Department, indicate such condition and the cause thereof. Unless otherwise directed by the Department in writing, the firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Government of Punjab
Higher Education, Archives & Libraries Department
Assistant Director - FIMS


12. Dispute Resolution.

- (i) The PE and the Consulting firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If, after thirty working days, from the commencement of such informal negotiations, the PE and the consulting firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended by Government of Khyber Pakhtunkhwa in accordance with said Law. The award shall be final and binding on the parties.
- (iii) In case of any dispute arising out of the execution of contract shall be settled in Peshawar.

13. Contract Extension.

This contract agreement shall be extendable by the mutual consent of both the parties under KPPRA rules 31A (2).

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by:

Signed by:

Title:

Title:

Witness: _____

Witness: _____


Assistant Director - Enis
Higher Education Archives &
Libraries Department
Government of Khyber Pakhtunkhwa