



**GOVERNMENT OF GILGIT-BALTISTAN  
GILGIT-BALTISTAN SECRETARIAT  
PLANNING AND DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSAL**

**FOR**

**Smart ADP Formulation and GIS based Monitoring Evaluation System**

**20<sup>th</sup> November, 2019**

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**Dated the** \_\_\_\_\_

**Ref No.** \_\_\_\_\_

## **LETTER OF INVITATION (LOI)**

Gentlemen!

We extend warm welcome to you and invite you for participating in this project. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out “just and transparent”. Please understand that the contents of this RFP, where applicable, shall be deemed part of the contract agreement. An example to this affect can be the contents of your work plan and methodology which you shall be submitting in your technical proposal. Since that is the basis of the selection, therefore, it shall become part of the contract agreement subject to approval/revisions of the same by CLIENT during the negotiations. Similarly, all other services and the content contributing to services shall be deemed part of the contract agreement unless it is specified for any particular item up-front in your technical proposal which obviously will make your proposal a conditional proposal whereby, authorizing CLIENT to may or may not consider to evaluate your proposal. Please understand that if no such mention appears up-front (i.e. on front page of technical proposal) then it shall be deemed that the consultant is in 100% agreement to the above. You are also advised to kindly read the RFP thoroughly as it can drastically affect the price structure for various services which may not be appearing directly in the terms of reference. In the end, we appreciate your participation and hope that you will feed a good proposal to merit consideration by CLIENT.

# 1 INTRODUCTION

1. You are hereby invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a Contract between your firm and the Client named in the Data Sheet.
2. A brief description of the assignment and its objectives are given in the Data Sheet. Details are provided in the attached RFP for design services provided in the Documents, and will become part of agreement subsequently.
3. The assignment shall be implemented in accordance with the phasing specified in the Terms and Conditions.
4. The Client has been entrusted the duty to implement the Project as Executing Agency by Government of Pakistan (GoP) and funds for the project shall be arranged by the Client.
5. To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the named officials on the date and time specified in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
6. Please note that:
  - 6.1. The cost of preparing the proposal and of negotiating the Contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment, and
  - 6.2. The Client is not bound to accept any of the proposals submitted.
  - 6.3. The Consultant may please note not to suggest names of key staff already proposed in other proposals with the Client or awarded recently. This will affect adversely marking of these professionals in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their name appears in more than 1 previous proposal in which they are ranked No.1. Also the existing load of work

with a firm shall be considered as one of the factors for the consideration in the award of the work.

- 6.4. Form A3 is meant for comments on provision contained in RFP and Terms of Reference (TOR) and unless the observations are noted in this particular forms, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process.
7. The Client shall provide the inputs for this assignment as given in the Data Sheet. We wish to remind you that in order to avoid conflicts of interest:
  - 7.1. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the services and any continuation thereof) resulting from or associated with the project of which this assignment forms a part; and
  - 7.2. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a Contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
  - 7.3. The final person-months of each expert are subject to adjustment at the stage of contract negotiation in line with demonstrated approaches methodology and need bases.

## **1.1 Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

### **1.1.1 Invitation to Bid**

#### 1.1.1.1 PPRA Rules to be followed

Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA's website. <https://www.ppra.org.pk/Rules.asp>.

#### 1.1.1.2 Mode of Advertisement(s)

As per Rule, this Tender is being placed online at PPRA's website, as well as being advertised in print media. This Tender is also placed online at the website, <http://www.gilgitbaltistan.gov.pk/Downloads.aspx>.

#### 1.1.1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
- (iii) In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.

## **1.2 Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause “Bid Security” of this document in favor of “Planning and Development Department, Gilgit Baltistan”. The complete bids as per required under this tender document must be delivered to

Planning and Development Department, Gilgit Baltistan not later than 1500 hours on last date of submission of bids i.e. 30<sup>th</sup> December, 2019, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Planning and Development Department, Gilgit Baltistan, at 12:30 hours on 31<sup>st</sup> December, 2019. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the software /services must be received in writing to the Purchaser till 16<sup>th</sup> December, 2019. Any query received after said date may not be entertained. All queries shall be responded to within due time.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and options shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:



### Primary Contact

S#	Name	Designation	Email Id	Contact Number
1.	Ehsan Karim	Software Engineer	<a href="mailto:Karim.sabah@gmail.com">Karim.sabah@gmail.com</a>	05811-920394
2.	Muhammad Nabeel Khan	Web Design Engineer	<a href="mailto:Nabeelzaman7@gmail.com">Nabeelzaman7@gmail.com</a>	05811-920394

### Secondary Contact

S#	Name	Designation	Email Id	Contact Number
1.	Javed Iqbal	Deputy Chief	<a href="mailto:hyderjay@yahoo.com">hyderjay@yahoo.com</a>	05811-920214
2.	Ali Jabbar	Assistant Chief (Admin)	<a href="mailto:ajabbar75@gmail.com">ajabbar75@gmail.com</a>	05811-920344

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## **2 TERMS AND CONDITIONS OF THE TENDER**

### **2.1 Tender Eligibility/Qualification Criteria**

**Eligible Bidder/Tenderer is a Bidder/Tenderer who:**

- Has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (2) years;
- Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- has valid Registration of Sales Tax (ST) & National Tax Number (NTN);
- Has submitted bid for complete items and relevant bid security.
- Must have ICT/ software development experience of last two years;
- Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking is mandatory), failing which will cause rejection of the bid;
- Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
  - a. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. “Origin” shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

### **2.2 Joint Venture / Consortium**

Following are minimum qualification requirements of JV:

1. The Tenderers may form a joint venture. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
2. There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
3. One partner of the participating Joint Venture shall be designated the Lead Partner. If awarded the contract, the Lead Partner would enter into legal agreement with the Client on behalf of the Joint Venture and would receive instructions and incur liabilities.
4. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the agreed terms and conditions. In case of award of Contract, the Contract Agreement shall be signed by the Lead Partner. All the partners shall be jointly and severally liable for the execution of the project in accordance government rules and regulations.
5. Credentials of lead partner or its JV partner are valid for evaluation.

### **2.3 Preparation / Submission of Tender**

The tenderer must bid for complete scope of this tender.

1. The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
2. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
3. The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
4. Technical Proposal shall comprise the following, without quoting the price:
5. Technical Proposal Form (**Annexure-B**)

- a. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G & Annexure-H**)
  - b. Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
  - c. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
  - d. Evidence of eligibility of the Tenderer and the Goods / Services.
  - e. Evidence of conformity of the Goods / the Services to the Tender Document
  - f. Technical Brochures / Literature
  - g. List of firm's major international and national clientele
  - h. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
  - i. Valid Registration Certificate for Income Tax & Sales Tax.
  - j. Power of Attorney, if an authorized representative is appointed (**Annexure F**)
6. The Financial Proposal shall comprise the following:  
Financial Proposal Form (**Annexure-C**)
- a. Price Schedule (**Annexure-D**)
  - b. Bid Security (**Earnest money**), as per provisions of the clause Bid Security of this document

## **2.4 Bid Security (Earnest Money)**

1. The bid security amount has been calculated as per provisions of Rule "Bid Security" of PPRA Rules, 2014, the Tenderer shall furnish the Bid Security (Earnest Money) as under:
  - a. for a sum of 500,000/- (Rupees);
  - b. denominated in Pak Rupees;
  - c. As part of financial bid envelope, failing which will cause rejection of bid;
  - d. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
  - e. have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
2. The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

- a. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - b. If the Tenderer does not accept the corrections of his Total Tender Price; or
  - c. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
3. The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

## **2.5 Modification / Withdrawal of the Tender**

1. The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **2.6 Technical Evaluation Criteria**

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks and at least 30% marks in each category as mentioned in the table below will be accepted in technical proposal, and their financial bids will be opened.

The Bidders who have duly complied with the Evaluation Criteria will be eligible for further processing. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation. The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Points								
<b>Legal (Mandatory)</b>	Relevant business experience of last two (04) years.	Required								
	Certificate of Company/Firm Registration /Incorporation under the laws of Pakistan	Required								
	Valid Income Tax Registration	Required								
	Sales Tax Registration (Status = Active with Relevant Authorities)	Required								
	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required								
	Compliance to the technical specifications of software to be procured mentioned vide Annexure-A	Required								
<b>Similar Projects</b>	<p>1.Name of References</p> <p>2. Description of the Application System Configuration (Please clearly distinguish items/ features for “Built from Scratch solution” or “Packaged Solution”. For ‘Packaged Solution”, please indicate version number)</p> <p>3. Scope of the Reference</p> <p>4. Application Environment (e.g. System Software, Application Software, Hardware used)</p> <p>5. Scope of work.</p>	<p><b>(Max Points 50)</b></p> <p>Where P stands for Project</p> <table border="1" data-bbox="1211 1461 1469 1734"> <tr> <td>P=1</td> <td>10 Points</td> </tr> <tr> <td>P=2</td> <td>15 Points</td> </tr> <tr> <td>P=3</td> <td>20 Points</td> </tr> <tr> <td>P&gt;3</td> <td>30 Points</td> </tr> </table> <p><b>Note:</b> Public Sector Similar</p>	P=1	10 Points	P=2	15 Points	P=3	20 Points	P>3	30 Points
		P=1	10 Points							
P=2	15 Points									
P=3	20 Points									
P>3	30 Points									

	<p>6.Specify the total number of concurrent users more than 1500 as per average.</p> <p>7.Did the application system include interface with other applications (Including interface for 3rd Party applications such as banking system etc.)? Please describe.</p> <p>8. Application System user base - Number of users more than 1500 as per average</p> <p>9.Commencement Date</p> <p>10.Implementation Date</p> <p>11. Number of Supplier personnel in the projects</p> <p>12. Implementation Status</p> <p>13. Customer contact(s)</p>	<p>Projects will gain additional 20 Points.</p>	
<p><b>Financial Strength/ Experience</b></p>	<p>Average Annual Revenue of last two (03) years (Verifiable through financial statements)</p>	<p><b>(Max Points 30)</b></p>	
		<p>10-14 million</p>	<p>05 Points</p>
		<p>15-19 million</p>	<p>10 Points</p>
		<p>20-24 million</p>	<p>20 Points</p>
		<p>25 million &amp; above</p>	<p>30 Points</p>

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

## Personnel Required

The number of minimum personnel required are as under:

Description	Maximum Points
1. Task Team Lead	30
2. GIS Development Expert	25
3. Sr. System/Network Administrator	10
4. Application developer	20
5. Database Administrator	15
<b>Sub-Total</b>	<b>100</b>

## Qualification

Credit Marks shall be awarded under this category using the following criteria relevant qualification and experience.



<b><u>CONSULTANCY SERVICES FOR DEVELOPMENT OF ADP MONITORING DASHBOARD</u></b>					
<b>Evaluation of Nominated Expertise</b>					
Name of the Firm : _____					
Position/Experience : Task Team Lead				Maximum Points: 30	
Name of Nominated Staff : _____					
S/NO.	Description	Maximum Weightage		Status	Points Awarded
		Percentage	Points		
<b>A.</b>	<b><u>ACADEMIC AND GENERAL QUALIFICATION</u></b>	<b>40% of 30</b>	<b>12</b>		
	16 Years Education in Computer Science, Software Engineering, GIS or related field.	100%			
<b>B.</b>	<b><u>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</u></b>	<b>60% of 30</b>	<b>18</b>		
	a) Overall 10 Years' Experience in Software Development Management/other related	50%	9		
	b) 05 Years' Experience in Public Sector (Relevant Projects)	50%	9		
<b>Total (A+B)</b>		<b>30</b>			

**CONSULTANCY SERVICES FOR DEVELOPMENT OF ADP MONITORING  
DASHBOARD**

**Evaluation of Nominated Expertise**

Name of the Firm : \_\_\_\_\_

Position/Experience : GIS Development Expert      Maximum Points: 25

Name of Nominated Staff : \_\_\_\_\_

S/NO.	Description	Maximum Weightage		Status	Points Awarded
		Percentage	Points		
<b>A.</b>	<b><u>ACADEMIC AND GENERAL QUALIFICATION</u></b>	<b>40% of 25</b>	<b>10</b>		
	16 Years Education in GIS/ Geodesy and Geo-Informatics/other related	100%			
<b>B.</b>	<b><u>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</u></b>	<b>60% of 25</b>	<b>15</b>		
	a) Overall 7 Years' Experience in GIS Development	50%	7.5		
	b) 04 Years' Experience in Public Sector (Relevant Projects)	50%	7.5		
<b>Total (A+B)</b>		<b>25</b>			

**CONSULTANCY SERVICES FOR DEVELOPMENT OF ADP MONITORING DASHBOARD****Evaluation of Nominated Expertise**

Name of the Firm : \_\_\_\_\_

Position/Experience : Sr. System/Network Administrator

Maximum Points: 10

Name of Nominated Staff : \_\_\_\_\_

S/NO.	Description	Maximum Weightage		Status	Points Awarded
		Percentage	Points		
<b>A.</b>	<b><u>ACADEMIC AND GENERAL QUALIFICATION</u></b>	<b>40% of 10</b>	<b>4</b>		
	16 Years Education in Information Technology, ICT/other related	100%			
<b>B.</b>	<b>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</b>	<b>60% of 10</b>	<b>12</b>		
	a) Overall 8 Years' Experience in Network and System Administration	50%	6		
	b) 04 Years' Experience in Public Sector	50%	6		
<b>Total (A+B)</b>		<b>10</b>			

**CONSULTANCY SERVICES FOR DEVELOPMENT OF ADP MONITORING DASHBOARD****Evaluation of Nominated Expertise**

Name of the Firm : \_\_\_\_\_

Position/Experience : Application Developer Maximum Points: 20

Name of Nominated Staff : \_\_\_\_\_

S/NO.	Description	Maximum Weightage		Status	Points Awarded
		Percentage	Points		
<b>A.</b>	<b><u>ACADEMIC AND GENERAL QUALIFICATION</u></b>	<b>40% of 20</b>	<b>8</b>		
	16 Years Education in Software Engineering, Computer Science	100%			
<b>B.</b>	<b>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</b>	<b>60% of 20</b>	<b>12</b>		
	c) Overall 5 Years' Experience in Software Development	50%	6		
	d) 03 Years' Experience in Web Applications and Database	50%	6		
<b>Total (A+B)</b>		<b>20</b>			

**CONSULTANCY SERVICES FOR DEVELOPMENT OF ADP MONITORING DASHBOARD**

**Evaluation of Nominated Expertise**

Name of the Firm : \_\_\_\_\_

Position/Experience : Database Administrator      Maximum Points: 15

Name of Nominated Staff : \_\_\_\_\_

S/NO.	Description	Maximum Weightage		Status	Points Awarded
		Percentage	Points		
<b>A.</b>	<b><u>ACADEMIC AND GENERAL QUALIFICATION</u></b>	<b>40% of 15</b>	<b>6</b>		
	16 Years Education in Software Engineering, Computer Science, IT or related	100%			
<b>B.</b>	<b><u>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</u></b>	<b>60% of 15</b>	<b>9</b>		
	e)Overall 4 Years' Experience in Database Administration	100%			
<b>Total (A+B)</b>		<b>15</b>			

## **2.7 FINANCIAL PROPOSAL EVALUATION**

Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes, expenses, support & maintenance during and after 01 year of assignment completion etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

- In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

## **2.8 Rejection / Acceptance of the Bid**

The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

## **2.9 Performance Security**

The successful Tenderer/The Contractor shall furnish Performance Security as under:

1. within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
2. in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
3. for a sum equivalent to 10% of the contract value;
4. denominated in Pak Rupees;
5. have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill the obligations under the Contract;
3. If the Contractor violates any of the terms and conditions of the Contract.

The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

## **ANNEXURE-A**

### **SPECIFICATIONS FOR DEVELOPMENT OF “ADP FORMULATION AND GIS BASED MONITORING AND EVALUATION SYSTEM”**

#### **Brief Background**

Planning and Development Department GB is principal planning institution at provincial level. It coordinates and monitors development programs and activities of various departments of the Provincial Government. The Department also formulates short, mid and long term development plans/policies on the way to sustainable socio economic development. The Planning and Development Department GB is one the main actors in the growth of the economic potential of the province.

The use of information and communication technology (ICT) has revolutionized generally every sector worldwide. Similarly, it can have a profound impact of both efficiency and effectiveness in development. The ICT applications are crucial in reducing the cost by compacting the multiple roles of staff and speed up the development process particularly in Development Schemes.

To pace with worldwide development in ICT, Planning and Development Department (P&DD) GB initiated a step towards good Governance with a view to revamp the department into efficient, dynamic and visionary organization by ensuring efficient project management and to guarantee quality of work in the development projects, to make information available at right time, right place in the right form to the right user.

The Programming Section & Monitoring and Evaluation Unit (MEU) within the P&D department GB has the mandate to formulate Annual Development Plan (ADP) & to monitor the development portfolio of the province and provides feedback on financial/physical progress of the development schemes. Information on physical progress of selected development projects is also periodically obtained from executing agencies. Information about financial releases and utilization against all development projects/ schemes is available on the Project to Improve Financial Reporting and Auditing (PIFRA) system, which is available to P&DD only on a monthly basis. Tracking progress against specific defined milestones for the entire development portfolio, enhancing verifiability and accuracy of the MEU monitoring reports, assessing quality of construction on a more regular and cost effective basis and



acquiring beneficiary feedback are some areas where information provision could be strengthened.

## **Objective of the Assignment**

Introducing ICT Based System titled “Smart ADP Formulation and GIS based Monitoring Evaluation System in GB” to ensure efficient project management, monitoring, evaluation of projects and guarantee quality of work. This initiative will be a step towards e-governance for better development in Gilgit-Baltistan.

## **MODULES**

### **GIS based Demarcation of Boundaries in GB**

Demarcation of boundaries of GB (Division, Districts, Tehsil, Constituencies) in which the development schemes are to be monitored.

### **Annual Development Plan (ADP) Formulation**

The process of ADP Formulation starts by defining profile of Schemes. Executing agencies will update scheme profiles with risks and financial targets and provide periodic progress against related milestones and timelines. Other features of module including:

- Concept Paper Submission.
- System Generated ADP Book in specified formats.
- PC-I (complete project profile)
  - PC-I preparation and submission;
  - Submission of modified PC-Is;
  - Individual Project Profile.
- Multiple reporting mechanisms (Sick Projects, Sector wise, Department wise, District, Division etc.).
- ADP Dashboard (Graphical Representation/ Analytics, General Overview etc.).
- Issuance of administrative approvals.

## **Mobile Application**

The firm will develop a mobile application (IOS, Android) for the P&DD GB. field monitoring form either by developing a customized. The application should be dynamic enough to provide basic Information along with GIS based Monitoring Module.

The basic functionality required by the application is as follows:

- Provide Basic information regarding the Department, Development Schemes, Their Progress, Expenditure etc.
- Take pictures
- Record Geo-Location
- Record date and time stamps
- Be able to enter data with various types of fields like text, numeric, drop downs, radio buttons etc.
- Capture data and work in both online and offline modes if internet Service is not available.
- Should be able to map the existing monitoring plan for department staff by notifying the Officer/Official as per the schedule.
- Once the scheme is targeted for monitoring application should load complete profile and Monitoring record in its internal temporary Database for efficient monitoring in remote areas.
- Must implement Push Notifications for new Reports form field.
- Should also use sms-mode for areas that have no internet connectivity in order to sync project details.

## **GIS Based Monitoring Dashboard**

This dashboard will give holistic view of the entire system and a way in for all significant Analytics/Reports and other indicators.

- Tabs to allow access to different reports with granularity linked to reported data – Province, District, Sector, Project, Staff Member etc.
- Storage of all raw data in tables as per the required reporting formats
- Visualizations to show data in aggregated tables, charts/graphs (pie, bar, line, stacked etc.) and integration with Google maps to show location based data details
- Rule based visualization indices creating color coding based on data range definitions (e.g. Red below X%, yellow below Y%, green above Z% etc.) integrated with graphs and maps
- Heat maps based on rules applied to data values/ranges
- Aggregation options to report data/indicators over customizable time windows

- Options to export raw data in standardized formats like MS Excel / CSV
- Conversion of dashboard reports to PDF documents maintaining visual and data formats
- Email functionality to auto generate reports and mail PDF documents to defined circulation lists
- The proposed systems will provide information to all stakeholders including Chief Minister, Chief Secretary, Secretary P&DD, all Secretaries etc. through GB website, Dashboard and on their android system.

### **Monitoring of Releases and Expenditures**

- Releases from Finance Department will be monitored as releases system will only be updated by Finance Department;
- To keep financial discipline expenditure as per scope booked by AGPR will be monitored to see violation in approved cost and scope;
- The system will provide update on re-appropriation

### **Administration Module**

Very strong and effective administrative panel which can configure system rules, user's management, privileges management, audit logs and system performance and health monitoring.

### **Scope Duties and Responsibilities of Contractor**

The above process is a tentative solution of the given problem, the applicants are required to submit their bid and proposed their own solution based on the information presented in the preceding paragraphs and analysis of the existing system and their experience and international best practices. The applicant may propose solution for all stakeholders, parent department (Planning and Development Department), section heads, section staff, Monitoring Unit Staff (On site and office) and Line Departments.

Each type of users will have their specific role and privileges to the system to perform some particular functions and actions. The contractor will be required

to give a complete list of the users of the system along with their roles and responsibilities after detailed analysis. The additional features to the solution based on the understanding and best practices. The applicant needs to specify implementation and operational methodology and computing requirements of the solution in all respects.

### **User Characteristics**

There will be multiple users and number of stakeholders of the system including parent department (Planning and Development Department), section heads, section staff, Monitoring Unit Staff (On site and office), Line Departments, Chief Secretary, Ministers and Chief Minister in such way that it can handle at least 1000 or more users concurrently.

### **Design and Implementation Constraints**

This section will highlight design and implementation constraints that can be encountered during the development of software applications under the project. The successful contractor shall resolve and provide the solutions accordingly.

### **Software Constraints**

- System should support all the major web browsers e.g. Google Chrome, Firefox, Internet Explorer etc.
- All the business processes must be studied and BPR activity to be performed prior to development of the subjected system. The BPR activity shall include but not limited to the following:
  - Study and map the existing manual process involved.
  - Identify the key processes for re-engineering
  - Design of the re-engineered processes for improving the efficiency of the ADP formulation and monitoring process.
  - Identify the needs and requirement of the interfacing with all stakeholders.
  - Identify the MIS requirements of the stakeholders.
  - Assist the Line Departments in identification of regulatory/statutory changes and guide them in drafting the changes in the existing Laws and Rules.
  - Prepare the Solution Architecture Report based on the re-engineered processes.

- Identify workflows and prepare Functional Requirement for the said modules of Subjected System.
  - Prepare the Software Requirements Specification (SRS) and Technical Design (TD) documents for the Re-engineered processes.
  - Conduct Training Need Assessment (TNA) for the Change in Business Processes.
  - Prepare a Change Management and Communication Strategies.
  - Suggest hardware / computing requirements sufficient enough to handle the needs of the designed entire system in a fault tolerance manner.
  - Information security requirements.
- 
- The application should be web-enabled developed in a centralized architecture with large number of concurrent users handling.
  - The necessary inputs and the possible outputs that could be generated from the system should strictly conform to the International Standard for similar projects. 11
  - Developed application should not be client software dependent. For example, if the user's browser has a high security level, it should not breach it. The developed applications should have its own installation module that should take care of all the initial requirements and the end user should not be concerned about this aspect.
  - The design should follow UML standards and should be documented at every stage.
  - The developed application should have a high degree of cohesion such that each module deals with a separate task. Modules should not be highly dependent on other modules such that changes in a related module necessitate major changes in the main module.
  - Developed application should be upgradeable, configurable and easily maintainable.
  - Developed application should be tested in all aspects before its deployment on the production.
  - The software applications in the project shall have capability to replicate the data on a specified schedule or on an as-needed basis.
  - A proper audit trail must be built within the proposed system.

## Hardware Constraints

The complete Hardware and computing requirements will be worked out by the selected contractor keeping in view the final design of the new modules of the system.

## Security

The software must have standard security features inbuilt so that the software has all the checks and balances to ensure integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions. The Contractor should ensure the confidentiality, integrity and availability of data. At the same time, the Contractor should ensure that the system is not vulnerable to threats such as unauthorized modification/ alteration, repudiation of origin, denial of receipt, delay and denial of service. The software should provide highest degree of security in the architecture. The Contractor must suggest a suitable security components required in software. Overall the Application must conform the security features as prescribed in Security Standard ISO 27001: Information Security Management System (ISMS). The successful contractor must have to work with the Software Security Audit firm to be hired for the purpose in order to build a complete secured web-based system minimizing the risks of security hazards. The successful contractor has to work very closely with the Security Audit firm for seeking advice on the different components pertaining to security of the system including but not limited to Software, System Architecture, Databases and Hosting etc. However, the proposed architecture of software applications in the project must address the following security considerations:

- **Authentication:** There will be role based authentication and can be implemented at each level for different stakeholders where it is required. There must be different levels of security and privileges according to the use, department and authority of a user.
- **Online Security Certificates:** For highly sensitive information, for instance right of modifying an existing entry over the Intranet / Internet, the system provision for the use of Intranet / Internet security certificates in web browsers must be explored.
- **Encryption:** In order to protect sensitive data on the network, the system must use encrypted connections for all network traffic.
- **Integrity:** The system must include mechanisms for ensuring integrity of sensitive data by digital checksums and digital fingerprinting.
- **Persistent Versioning:** The system must be designed to maintain persistent and retrievable versions of all data entered in the system.

- Ability of the system to detect any manual tampering of the data at DB level by someone with systems level access.
- Ability of the system to detect and block any unauthorized machine from getting on the network.
- Ability of the system security supervisor to block any user, machine on the system. Or to approve the registration of a new machine or user at one level below.
- Ability of the system to detect any tampering with log files.
- Security Protocols should clearly be mentioned in the **User Manual**.
- Logging of all activities in database with complete audit trails / timestamp etc.

Due to the critical nature of data the system should provide:

- **Data Security**  
As the data is highly classified field level encryption may be provided, if deems appropriate, in the database for storage as well as in the communication.
- **Data Integrity**  
The software application in the project must ensure persistence of records and log updates to track changes in the system; the system must ensure that no record is ever deleted, while changes to the database must always be traced back to an authorized person. Due to the critical nature of data, secure online transactions are required; the digital signature mechanism (or any other security mechanism for secure online communication) for the secure communication and making the financial transactions etc.
- **Data Authenticity**  
Once the data has been entered, no one can modify the original entry; digital checksum or message digest mechanism or other appropriate for the purpose should be used for data authentication.
- **Customization**  
Since the operational users can increase therefore expansion of the systems should be seamless. The System should be flexible and modular, changeable as per requirements since software used in the project shall be operational in complete organization. The software used in software applications in this system shall be operated in English language. The report formats will be provided during the analysis phase of software used in the project. The, customized updates patches of the product can be integrated in the system during the maintenance phase.
- **Performance**

Response time for this application is critical as it deals with highly sensitive and important information regardless of the number and type of concurrent users on full load of the system. The areas where response time is critical are given below:

- Reporting Process.
- Application processing
- Communication (Data Transfer)
- Query Processing.
- Form saving
- Retrieval of scanned data
- Seamless performance on full load with maximum number of users logged on simultaneously

## **System Requirement**

### **Design Requirements**

This section specifies the high-level design requirements for the development and implementation of system to be developed in the project.

### **Operating Environment**

The operating requirement of software developed in the project will be centralized, may comprise of heterogeneous hardware, a diverse set of users and evolving user requirements in numbers and roles.

### **Architectural Environment**

The architecture of the developed software in the project shall be modular, extensible and portable. Specifically, the developed software system must meet the following requirements:

- Software will have the capability to run in centralized architecture. The architecture will be client server based with all entries directly entering into central location.
- The developed software should be based on a layered architecture decoupling the application software and the database.
- The software in project must be based on a clearly delineated object-oriented design. Each module in this software must have a clean, well-defined interface with other modules in the system, permitting separation of concerns and modular updates.



- The developed software in project shall have a comprehensive and easy to use installation mechanism, capable of installing, configuring and troubleshooting the installation on a variety of platforms.

## **Software Requirement**

### **Nonfunctional Requirement**

#### **Documentation**

- The software to be developed in the project shall be documented at all levels of design:
  - Functional Specification
  - Architectural Design
  - Application Programmer Interface (API)
- The design of the software should follow UML standards and should be documented at every stage.

#### **Supportability**

- The code and supporting modules of the system should be well documented and easy to understand. Online user documentation and help must be required in the developed application.

#### **Personal Verification**

- In order to facilitate the record verification and personal identification, the system could provide record.

### **Requirement Traceability**

#### **Upward Traceability**

- Traceability from each requirement in this specification to the system or subsystem requirements it addresses.

#### **Downward Traceability**

- Traceability from each system or subsystem requirement to the requirements contained in this specification.

## **Deliverables**

Following are the deliverables to be provided by the successful contractor:

### **Business Process Re-Engineering (BPR), Enhancement / development of all modules of System**

- Proof of Concept Document (POC)
- Methodology / Project Plan for design and implementation
- Functional Requirement document that shall cover all new modules and users.
- SRS / Story boards of all the business process after BPR activity
- Prototype of business process after BPR activity in demonstration in mock environment with the entire domain related verification to be done as per actual scenario
- Functional Specification (ER diagram, data dictionary, coding convention)
- Source Code
- Detailed Test Plan and Detailed Test Cases before the start of System Test Phase
- UAT at user site
- Deployment manual, Installation manual, user manual
- Software package comprising of the Software, Source Code, Object Code, User Manual, Technical Manual, Installation Instructions and other documents or files to the Client
- Training to all stakeholders as per requirement along with requisite manuals
- Maintenance and support for new and existing applications, bug fixing, change request, all operations and coding related function at least till September 2019 extendable up to further period of 3-5 years with mutual consent.
- Initially the System will be piloted in one department or multiple departments as assigned by the authorities, after that it will be replicated in rest of the districts after successful completion.

**ANNEXURE-B** *(should be provided on organizational letter head and address)*

**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document No. \_\_\_\_\_ dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to develop and deploy “ADP Formulation and GIS based Monitoring and Evaluation System in P&DD GB”.

We also confirm that the Government of Pakistan / Gilgit-Baltistan has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original with Stamp)

(In full and initials) Name and Designation of Signatory

Address

**ANNEXURE-C** *(should be provided on organizational letter head and address)*

**FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)**

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Request for Proposal No.\_\_\_\_\_ dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes and maintenance for 1 year after assignment completion.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated.

We also declare that the Government of Pakistan / Gilgit-Baltistan has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

**ANNEXURE-D** (the table is to be read in conjunction with annexure-a and the scope).

**FINANCIAL COST SHEET / PRICE TABLE**

<b>S#</b>	<b>Description</b>	<b>Duration</b>	<b>Cost</b>
1.	Project Governance Plan, Requirements Document and Analysis & Design Document (Functional Specification Document and Technical Design Document)	N/A	
2.	GIS based Demarcation of Boundaries in GB (Includes verified Testing)	N/A	
3.	Development and Testing of ADP Formulation and Expenditure Modules	N/A	
4.	Development of Mobile Application and Testing	N/A	
5.	GIS based Monitoring & Evaluation Module (Development & Testing)	N/A	
<b>Total</b>			<b>A</b>
<b>OPERATIONAL COST</b>			
1.	Application Hosting (Dedicated Server, Domain)	Minimum 05 years	
2.	Software Licenses (If any)	--DO--	
<b>Total</b>			<b>B</b>
<b>Grand total</b>			<b>C=A+B</b>

\_\_\_\_\_  
 In the capacity of  
 Duly Authorized by

\_\_\_\_\_  
 Signature of authorized person  
 Name & Official Seal:

**Date** \_\_\_\_\_ **Place** \_\_\_\_\_

**Note:** No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid and should submit in original Letter Head.

**ANNEXURE-E** (should be provided on organizational letter head and address)

**FORMAT FOR COVERING LETTER**

To,

The Additional Chief Secretary (Development)  
Planning & Development Department  
Gilgit-Baltistan

Subject: \_\_\_\_\_

Dear Sir,

- a. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- b. We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- c. We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- d. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- e. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

\_\_\_\_\_  
Authorized Signatures with Official Seal

## **ANNEXURE-F**

### **INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a. To be executed by an authorized representative of the contractor.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Contractor should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Contractor.
- d. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Format of Power-of-Attorney** (On Stamp Paper of relevant value)

**POWER OF ATTORNEY**

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:



**ANNEXURE-G**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature  
(Company Seal)

\_\_\_\_\_  
In the capacity of  
Duly authorized to sign bids for and on behalf of:

**ANNEXURE-H** (to be submitted on legal stamp paper)

**AFFIDAVIT**

**(Integrity Pact)**

We (Name of the contractor / supplier) being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the contractor company)\_ hereinafter called the Contractor to submit the attached bid to the \_(Name of the Purchaser)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_(Name of the Purchaser)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the contractor in the bidding and in the evaluation and selection of the contractor for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser. \_\_\_\_\_ Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Notary Public

**ANNEXURE-I** (to be submitted on legal stamp paper)

**PERFORMANCE SECURITY**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. \_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

**Date this** \_\_\_\_\_.

**GUARANTOR**

**Signature** \_\_\_\_\_

**CNIC #** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Address** \_\_\_\_\_