



Ministry of Information Technology & Telecom  
Government of Pakistan



**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**ORGANIZATIONAL TRANSFORMATION**

No.: ICT R&DF/OT/2017/0005/Proc

**Date of issue: 7<sup>th</sup> May, 2017**

**National ICT R&D Fund Company (Guarantee) Limited**  
Ministry of Information Technology & Telecom  
Government of Pakistan

**National ICT R&D Fund, 6<sup>th</sup> Floor, HBL Tower, Jinnah Avenue, Blue  
Area, Islamabad**

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### Checklist (Mandatory Documents required with the Proposal)

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

#	Checklist	Mark
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate ( <i>for public sector entity</i> ),(If applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column).	
5.	Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization	
6.	Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>	
7.	<p><b><u>Two separately sealed envelopes: Each envelope shall clearly bear the name "Proposal for Organizational Transformation"</u></b></p> <p><b>Envelope # 1:</b> Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft Copy in CD/DVD. Bidders are to make sure that Financial</p>	

	<p>Proposal is <b>not</b> part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical proposal is not a mandatory requirement.</p>	
	<p><b>Envelope # 2:</b> Financial Proposal must be submitted in one hard copy and one soft copy (CD/DVD) in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p> <p><b><u>Each envelope shall clearly bear the name “Proposal for Organizational Transformation”</u></b></p>	

**Notes:** Bidders are required to submit the *filled copy of the above checklist* along with the technical proposal.

## 1 Definitions

In this Request for Proposal, unless the context provides otherwise:

- a. **“Board”** means the Board of Directors of the National ICT R&D Fund Company.
- b. **“Bidder”** means “any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- c. **“Company”** means the National ICT R&D Fund Company registered under Section 42 of the Companies Ordinance, 1984, with its office at 6<sup>th</sup> Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad, Pakistan.”
- d. **“Date of Issue”** means “the date on which this RFP is issued by Company to solicit bids from potential bidders for Organizational Transformation.”
- e. **“Governing/Policy/Operational documents”** means SRO, Memorandum of Association, Articles of Association, the Legal Administrative and Financial Structure, Policy Framework and Operations Manual.
- f. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- g. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- h. **“SRO”** means Statutory Regulatory Order (SRO) 1017(1)/2006 which defines “The Research and Development Rules, 2006” under which the Company was formed.

## 2 National ICT R&D Fund (Company)

National ICT R&D Fund has been incorporated with the Securities and Exchange Commission of Pakistan (**SECP**) under Section 42 of the Companies Ordinance, 1984 by the Ministry of IT, Government of Pakistan (hereinafter referred to as the **“Company”** and/or **“ICT R&D Fund”**). The Company is mandated to fund research and development in Information and Communication Technology (**ICT**) with the vision to transform Pakistan’s economy into knowledge based economy by promoting efficient, sustainable and effective ICT initiatives through synergic development of industrial and academic resources. More detail about the Company is available at <http://www.ictrdf.org.pk>

### 3 Background

The Company was established in 2006 by the Federal Government, to help create a knowledge economy through innovation and research commercialization. Over the last decade, while the Company has funded over a hundred projects, the direct impact on the economy has been minimal. Almost always, when the funding ended the project ended as academic researchers moved on to other funded projects. Going forward the Board has directed the Company to focus on commercialization and impact of funded projects and to function more like a Venture Capital (VC) Fund, which will continue to provide grants, but with an emphasis on impact of funded projects.

The governance structure of the Company is provided in the following 6 governing/policy/operational documents that are available on the Company website:

1. SRO
2. Memorandum of Association
3. Articles of Association
4. Legal, Administrative and Financial Structure (LAFS)
5. Policy Framework
6. Operations Manual

The above documents lay the framework of how the company operates along with its rules and regulation. Over the years certain changes were brought about in the rules and operational working of the company, which constituted formation of new departments and other allied changes in accordance with the changing needs of the time. These changes were however not formally incorporated into any of the manuals, but are available in excerpts from meeting minutes of the Board and its sub-committees.

The Company now believes that a critical driver of the knowledge economy is a robust start up ecosystem which will set the pace for a holistic national transformation. The Company has re-aligned its mission with this new reality and aims “to make Pakistan a player in the knowledge economy by transforming the Company into a Venture Capital fund focused on fourth industrial wave technologies and by addressing gaps in the entrepreneurial ecosystem”

An innovation and commercialization centric ecosystem is pivotal to the formation of a knowledge economy. Emerging technologies such as the ones highlighted in “The Fourth Industrial Revolution”<sup>1</sup> by Klaus Schwab are disrupting and transforming human life in many facets. Tech startups are the building blocks of this innovation and research commercialization ecosystem, and the resultant Knowledge Economy. It is essential for the Company to align itself with these changing dynamics. The current governing/policy/operational documents were developed in 2006 and need to be updated in order to embrace the demands of the new technology paradigm.

Organizational restructuring and reformation of departmental roles and individual job descriptions is vital for embracing the changing role of research, innovation and commercialization, all of which forms the central hub of a knowledge economy. The

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<sup>1</sup> The Fourth Industrial Revolution by Klaus Schwab – Published by World Economic Forum 2016

operational structure of the Company has to align itself towards encouraging and supporting startups and also evolve a structured mechanism which focuses on commercialization of R&D as its core competency.

The current governing/policy/operational documents of the Company, as listed above, need to be updated in accordance with the new direction of the Company, which focuses on commercialization, innovation and enabling a startup ecosystem. The exercise will entail a complete transformation of the Company towards an entity that has the necessary structural and operational efficacy to build and support this innovation centric ecosystem.

Through this RFP the Company intends to solicit services of a firm with the requisite competency and experience to update all its governing policy/operational documents as listed above in a manner that lays the framework for the Company to transform as the principal driver of the knowledge economy in the country. The assignment also includes the formulation and draft of Company's HR manual, which till-date has not been developed, however policies governing various aspects of HR have been formed and can be made available.

#### **4 Thematic Focus Areas**

Taking cognizance of the remarkable pace at which technology is transforming our lives, the Company has identified specific horizontals that will be the focus of its efforts. These new horizontals have been set after careful deliberations and due diligence. These serve as the Company's prime focus for the next few years. This however does not inhibit the Company's ability to fund proposals/projects from any other ICT centric domains. These areas have been duly approved by the Company's Board of Directors and are listed below:

1. Artificial Intelligence/Big Data
2. Internet of Things
3. Cloud/Cyber Security
4. Blockchain
5. Shared Economy
6. Virtual/Augmented Reality
7. Wearables, Implantables
8. 3D/4D Printing
9. Robotics
10. Neurotech

#### **5 Scope of Services**

##### **Revision of Governing/Policy/Operational Documents**

- i. The successful bidder shall undertake to perform services for the update of Company's governing/policy/operational documents along with the development of an HR manual in line with the transformative direction of the Company. Current governing/policy/operational documents are listed below:
  1. SRO
  2. Memorandum of Association
  3. Articles of Association
  4. Legal, Administrative and Financial Structure (LAFS)
  5. Policy Framework
  6. Operations Manual
- ii. The successful bidder shall carefully evaluate the SRO, Memorandum of Association and Articles of Association and propose any changes that maybe required taking into account the revision being carried out in LAFS, Policy Framework and Operations Manual.
- iii. The successful bidder shall be responsible to take the lead and guide the company in the process for making requisite changes in the **SRO, Memorandum of Association and Articles of Association** (if required) to support the new structure of the Company as is the principal task of this assignment.
- iv. The successful bidder shall be responsible to draft revised/updated LAFS, Policy Framework and Operations Manual, which is aimed at restructuring/transforming the Company, with the highest standards of professional and ethical competence, integrity and in compliance with the law.
- v. The successful bidder shall take guidelines and recommendations from the Company on the development of the manuals and provide updates and take feedback from the Company on a continual basis.
- vi. The successful bidder shall review all existing manuals of the Company along with the excerpts of changes incorporated in the Company working/structure, yet not formally included in the current manuals, and ensure that all updates being made are cohesive and homogenous with the mission.
- vii. The successful bidder shall take cognizance of the new operational dynamics and strategic direction of the company which includes a mission that aims towards transforming the Company into a Venture Capital (VC) fund whilst drafting the manuals.

- viii. The successful bidder shall provide guidance to the Company in terms of legal requirements that are to be sufficed to enable the Company to transform into a VC fund as envisioned.
- ix. The successful bidder shall consult with the Company nominated representative on regular basis regarding existing procedures both documented and undocumented and also share work progress as per a set time frame.
- x. The successful bidder shall employ tools that make document change management effective, with communication of change to affected personnel. The soft version of all updated governing/policy/operational documents should be structured in a manner that it conveniently incorporates any future updates and amendments.
- xi. The successful bidder shall ensure that all policies and procedures along with work flows especially involving solicitation, evaluation and monitoring processes should be based on human centric design philosophy.
- xii. The successful bidder shall develop the new manuals taking cognizance of the company's new direction and the need to develop mechanism to fund startups and also develop co-investment rules and procedures.
- xiii. The successful bidder shall develop names and framework for the functioning of new departments and also develop roles and responsibilities of new departments.
- xiv. The successful bidder shall develop the new Company organogram, clearly enlisting various positions and their respective job descriptions.
- xv. The successful bidder shall provide the urdu translated versions of all final and accepted governing/policy/operational documents.
- xvi. The successful bidder shall provide Microsoft power point or any other acceptable presentation format for all documents being prepared within the scope of this assignment for presentation to the Company representatives and later to the sub-committees (of the Board) and the Board of the Company.
- xvii. The successful bidder shall take feedback from the Company and/or its Board and incorporate the recommendations till the documents have been formally accepted.

#### **Development of HR Manual**

- xviii. The successful bidder shall develop the HR manual in line with Human Capital Management philosophy. These practices should be focused on the organizational need to

provide specific competencies that can be implemented in three categories: workforce acquisition, workforce management and workforce optimization.

- xix. The successful bidder shall develop the HR manual taking cognizance of the knowledge economy paradigm which relays fundamental attention on employee well-being and continual learning.
- xx. The successful bidder shall develop comprehensive HR policies and procedures for the Company including an employee handbook.
- xxi. The successful bidder shall develop an HR manual that should include (but not limited to) the following:
  - a. Company organogram, department roles and responsibilities and individual job descriptions (JDs).
  - b. Policies for recruitment and selection, training, performance management system, compensation, disciplinary rules including grievance management system, harassment policy, anti-corruption policy and code of conduct.
  - c. Career development policy, including review of the existing employment tiers.
  - d. Develop all HR related policies as required under Corporate Governance Rules 2013.
  - e. Review of the existing employment contract with proposed changes as per corporate best practices.
  - f. Review of medical & life insurance coverage of employees and preparation of associated forms.
  - g. Carry out salary survey and provide recommendations to rationalize current salary structure (comparative analysis of 4-5 companies).
  - h. Develop a comprehensive confidentiality policy, leave policy, personal loan policy and over-time policy for support staff.
  - i. Develop a comprehensive travel policy including both domestic and international travel taking into account various tiers within the organization.
  - j. Develop a comprehensive employee hand book covering all employee HR related matters.
  - k. Development of associated forms wherever applicable.

## **Development of Human Capital Development Plan**

- xxii. The successful bidder shall develop a composite human capital development plan, identifying critical areas for learning and improvement, and promotion criteria, and rotation plan for various tiers in line with the transformation and new direction of the company. The trainings and other career development initiatives may also be linked with career progression of the employees. The human capital development plan shall be synced with the existing Learning Management System/Knowledge Management System of the Company.
- xxiii. The successful bidder shall undertake an evaluation of each employee and provide list of skills and expertise that each employee needs to develop further.

**NOTE: The successful bidder maybe asked to present updated governing/policy/operational documents to the Human Resource Governance Committee (HRGC) and also the Board of Directors of the Company to seek their final approval. All governing/policy/operational documents should be in line with International Organization for Standardization (ISO) required format. The successful bidder may also be required to facilitate the engagement of an ISO authorized Auditing firm and guide the Company in the process to obtain ISO 9001:2015 certification.**

## **6 Outputs/Deliverables**

**Deliverable 1:** An inception report outlining the understanding of the assignment and approach towards providing the deliverables as illustrated in the “Background” & “Scope of Services”.

**Deliverable 2:** Proposed changes (if any) in SRO, Articles of Association & Memorandum of Association.

**Deliverable 3:** A draft sketch of the proposed Policy Framework, LAFS, Operations Manual & HR manual.

**Deliverable 4:** Complete and final manuals (Both Print & Softcopy):

- a. **Manual 1:** Legal, Administrative & Financial Structure (LAFS)
- b. **Manual 2:** Policy Framework

**Deliverable 5:** Complete and final manuals (Both Print & Softcopy):

- a. **Manual 3:** Operations Manual

- b. **Manual 4: HR Manual**
- c. **Human Capital Development Plan**

**Deliverable 6:** Urdu translation of all four final & approved manuals (Both Print & Softcopy)

## 7 Contract Term and Work Schedule

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

#	ACTIVITY	Tentative Timelines
1	RFP Issuance	07 <sup>th</sup> May, 2017
2	Deadline for receiving queries / questions	17 <sup>th</sup> May, 2017
3	Response to queries/questions related to RFP	19 <sup>th</sup> May, 2017
4	Proposal Submission Deadline	06 <sup>th</sup> June, 2017 at 11:00 am
5	Opening of Technical Proposals (in front of bidders present at 6 <sup>th</sup> Floor, HBL Tower, Jinnah Avenue,	06 <sup>th</sup> June, 2017 at 11:30 am
6	Opening of Financial Proposals (in front of bidders present at 6 <sup>th</sup> Floor, HBL Tower, Jinnah Avenue,	Will be communicated later
7	Award of Contract	Will be communicated later

***\*\*The successful bidder shall be required to complete the assignment within a period of 06 months from the date of issue of contract.\*\****

## 8 Payment Plan

The payment will be disbursed according to the following plan upon formal acceptance of the deliverable. Deduction of taxes shall be carried out as per applicable laws.

<b>S#</b>	<b>PROJECT MILESTONE</b>	<b>AMOUNT PAYABLE</b>
1	Mobilization Advance	10%
2	Acceptance of Draft <b>Deliverable 1, 2 &amp; 3</b>	20%
3	Acceptance of Complete and final <b>Deliverable 4</b> : Policy Framework (Manual 1) & Legal Administrative & Financial Structure (LAFS) (Manual 2)	25%
4	Acceptance of Complete and final <b>Deliverable 5</b> : Operations Manual (Manual 3), HR Manual (Manual 4) & Human Capital Development Plan	30%
5	Urdu Translation of all four final and approved manuals <b>Deliverable 6</b> .	15%

## 9 Essential Eligibility Criteria

All proposals must meet the mandatory eligibility criteria laid down in Annexure-B and Checklist.

## 10 Standard Instructions

- a. Bidders must submit their response to Company in any of the following methods:
  - i. By registered post/ courier or by hand to the official address of the Company.
- b. Proposals will be accepted and evaluated using **Single Stage, Two Envelope Procedure**. (Separate sealed envelopes of technical and financial proposals)- Annexure-A.
- c. Final assignment award will be on the basis of combined technical and financial score in the following manner:

<b>PROPOSAL</b>	<b>WEIGHT</b>
Technical	80%
Financial	20%
<b>TOTAL</b>	<b>100%</b>

- d. Proposals shall be submitted in English language.
- e. The proposals shall be clear and elaborate. Different sections of the proposals shall be separated using color separators, flags or tags. The proposals shall be prepared without any overwriting.
- f. Bidders may request in writing, for clarification of any of the provisions of this RFP within 07 days of floating the RFP to the Company contact as follows:

<b>Title/Position:</b>	Manager Procurement
<b>Telephone:</b>	+92-51- 921- 5360-5
<b>Cell:</b>	+92-306-199-1234
<b>Facsimile:</b>	+92-51-921-5366
<b>Email address:</b>	<a href="mailto:procurement@ictrdf.org.pk">procurement@ictrdf.org.pk</a>
<b>Postal address:</b>	<b>National ICT R&amp;D Fund</b> 6th Floor, HBL Tower, Jinnah Avenue, Blue Area

	Islamabad, Pakistan
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Responses to queries will be emailed and also placed on the Company's website. The Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.

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

**Proposal Validity**

Proposals submitted shall remain valid for a period of four (4) calendar months from the date of advertisement.

**11 Proposal Submission Requirements**

Technical Proposals (Section B) shall be in compliance with the requirements laid down in the RFP document. The technical proposals shall include the following:

- a.** A covering letter from the applicant (Form B1).
- b.** Table of Contents with page numbers
- c.** A detailed profile of the firm (Form B2) including firm's Registration Certificate, location and branches along with number of employees and a certificate of financial position of the firm.
- d.** Details of similar assignments completed, names of clients, duration and contract value, (Form B3), etc.
- e.** General Experience of the Firm. (Form B4)
- f.** Details of the proposed team lead and core team members to each task that would be assigned (Form B6 & B7). Detailed CVs of proposed professional staff should be

attached separately. Proposed team shall include (but not limited to) relevant subject experts including legal, management and HR professionals.

- g.** Proposed assignment work methodology and Plan. (Form B5).

## **11.2 Financial Proposal**

Bidders are required to submit their financial proposals in line with forms provided in Section C of the RFP.

## **12 Proposal Submission**

- a.** Each technical proposal shall be submitted as two printed copies (one marked as ORIGINAL, the other as COPY) and one soft copy on a CD or DVD (MS Word compatible file format).
- b.** All documents submitted should be duly stamped and initialed by authorized representative of the applicant firm.
- c.** A sealed financial proposal is to be submitted along with the technical proposal in the format attached as Annex-A. Proposals must be delivered at the address given below before **06<sup>th</sup> June, 2017**. Financial proposal must not be included in Technical proposal in any form.

Manager Procurement  
National ICT R&D Fund  
6th Floor, HBL Tower, Jinnah Avenue  
Blue Area, Islamabad, Pakistan  
Tel: 051-9215360 to 65  
Email: [procurement@ictrdf.org.pk](mailto:procurement@ictrdf.org.pk)

- d.** Technical Proposals shall be opened at 11:30 am on **06<sup>th</sup> June, 2017** in presence of all bidders/authorized representatives who choose to be present.
- e.** No proposal shall be accepted after the proposal submission deadline i.e. 11:00 am on **06<sup>th</sup> June, 2017**.

## 12.2 Evaluation Criteria

Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 80% and financial evaluation will carry 20% weightage respectively.

Technical proposals will be evaluated on the basis of Scoring Criteria as provided below. The Bidders who obtain at least 60 out of 80 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than 60 marks out of 80 in Technical Evaluation shall remain un-opened & will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Total Marks	Sub Marks
1.	<b>Firm/Bidder Profile (Registered age, Location, Number of Employees and Financial position) – (Form B2)</b> <ul style="list-style-type: none"> <li>i. Registered Age, Number of Employees, Brand equity/Goodwill</li> <li>ii. Financial Position</li> </ul>	<b>15</b>	<i>10</i>  <i>5</i>
2.	<b>Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner.</b> <ul style="list-style-type: none"> <li>i. Relevant Experience of the firm (Form B3)</li> <li>ii. General Experience of the firm (Form B4)</li> </ul>	<b>20</b>	<i>10</i>  <i>10</i>

3.	<b>Competence/experience of the project team (Form B6 &amp; B7)</b> i. Qualification of proposed team ii. Experience in handling projects of similar nature	<b>15</b>	<i>08</i> <i>07</i>
4.	<b>Proposed Methodology &amp; Work plan (Form B5)</b>	<b>30</b>	<i>30</i>
	<b>Total Marks</b>	<b>80</b>	
	<b>Minimum Qualification Marks Required</b>	<b>60</b>	

### **Financial Evaluation**

All Bids should be quoted in Pak rupees inclusive of all applicable taxes.

Financial score shall be calculated as follows:

$(\text{Lowest bidder's total cost} / \text{bidder's total cost}) \times 20$

### **Scoring Criteria**

	<b>Weightage</b>	<b>Obtained</b>
<b>Technical Evaluation</b>	80%	
<b>Financial Evaluation</b>	20%	
<b>Grand Total (Technical + Financial)</b>	<b>100%</b>	

## **Section B. Technical Proposal - Standard Forms**

B1. Technical Proposal submission form

B2. Firm Profile

B3. Similar Assignment Experience of the Firm

B4. General Experience of the Firm

B5. Description of the methodology and work plan for performing the assignment

B6. Qualification and Competence of the proposed Team Members

B7. Members of Project Team (Summary)

## **B1. TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To:

Manager Procurement  
National ICT R&D Fund  
6<sup>th</sup> Floor, HBL Tower  
Islamabad, Pakistan  
Tel: (92-51) 9215360-65  
Fax: (92-51) 9215360  
Email: procurement@ictrdf.org.pk

Sir,

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## B2. FIRMS PROFILE

S #	Criteria	Remarks/Justifications (for evaluators ONLY)
1	Profile of the agency: <ul style="list-style-type: none"> <li>i. Registered age of Company</li> <li>ii. Names of Managers/ Owners/ CEO/ Directors/ Partners</li> </ul>	
2	<ul style="list-style-type: none"> <li>i. Location of agency office/sub office</li> <li>ii. Number of branches</li> <li>iii. Number of employees</li> </ul>	
3	Financial Position <ul style="list-style-type: none"> <li>i. Name of Banks</li> <li>ii. Certificate of Financial position from bank</li> <li>iii. Copy of Annual Accounts, if any</li> <li>iv. Tax Registration (NTN/STN)</li> </ul>	
	<b>SUB TOTAL:</b>	

**B3. SPECIFIC EXPERIENCE RELATING TO ASSIGNMENT**

<b>NAME OF CLIENT(S)</b>	<b>NAME OF ASSIGNMENT/ PROJECT</b>	<b>PERIOD OF ASSIGNMENT/ PROJECT</b>	<b>VALUE OF ASSIGNMENT / PROJECT</b>	<b>PRESENT STATUS OF THE ASSIGNMENT/ PROJECT</b>

**B4. – GENERAL EXPERIENCE OF THE FIRM**

<b>NAME OF CLIENT</b>	<b>NAME OF ASSIGNMENT/ PROJECT</b>	<b>PERIOD OF ASSIGNMENT / PROJECT</b>	<b>VALUE OF ASSIGNMENT / PROJECT</b>	<b>PRESENT STATUS OF THE ASSIGNMENT/ PROJECT</b>

**B5. – DESCRIPTION OF THE METHODOLOGY AND WORK PLAN**

*(The assignment must be completed within a stipulated period of 6 months. Work plan must be prepared keeping in view the time frame).*

**B6. –Project Team Members**

**Personnel Summary (Complete for each Team Member)**

<b>Name of Employee:</b>
--------------------------

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

**Employment Record:**

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

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

**Education:**

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil	
Masters	

Certification:

Memberships:

Significant Measurable Professional Achievements in Last 10 Years:

**B7 – Members of Project Team (Summary)**

#	Name	Qualification	Position/ Organization	No. of years of Experience	Relevance to the Assignment	Role in this Project	Category of Employment (Regular, Part Time or on call)
1							
2							
3							
4							
5							
6							
7							
8							
9							

**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_

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

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

### **Section C. Financial Proposal - Standard Forms**

- C1. Financial Proposal submission form.
- C2. Summary of costs.
- C3. Breakdown of price per activity.
- C4. Breakdown of remuneration per activity.

## C1. – Financial Proposal Submission Form

[*Location, Date*]

To:

Manager Procurement

National ICT R&D Fund

6<sup>th</sup> Floor, HBL Tower

Islamabad, Pakistan

Tel: (92-51) 9215360-65

Fax: (92-51) 9215360

Email: [procurement@ictrdf.org.pk](mailto:procurement@ictrdf.org.pk)

Sir,

We, the undersigned, offer to provide services for development of **[Insert Project Name]** in accordance with your Request for Proposal dated [*Date of Advertisement*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. four (04) months.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**C2. – Summary of Costs**

<b>Costs (Taken from Form 3C)</b>	<b>Pak Rupees</b>
Subtotal	
Local Taxes	
Total Amount of Financial Proposal	

**C3. – Breakdown of Price per Activity**

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

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

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

## **Annexures**

### **Annex A**

#### **Single Stage Two envelope Procedure for Bidding**

##### **Public Procurement Rules 2004**

###### **Single stage - Two envelope procedure**

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

## Annex B

### Eligibility Criteria (Mandatory Criteria)

All proposals must meet the mandatory eligibility criteria. The Proposals that does not meet mandatory eligibility criteria shall be rejected and shall not be evaluated further.

#	Mandatory Eligibility Criteria	Yes	No
1	Proof of Certificate of Incorporation or Registration or equivalent	<input type="checkbox"/>	<input type="checkbox"/>
2	Proof of NTN/FTN Certificate and GST Registration Certificate ( <i>if applicable</i> )	<input type="checkbox"/>	<input type="checkbox"/>
3	Proof of GST Certificate, if applicable but not provided, the proposal would be rejected.		
4	Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization	<input type="checkbox"/>	<input type="checkbox"/>
5	Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>	<input type="checkbox"/>	<input type="checkbox"/>

**13 DRAFT AGREEMENT**

**AGREEMENT FOR PROVISION OF SERVICES FOR ORGANIZATIONAL TRANSFORMATION**

This agreement for provision of consultancy services for “ **Provision of Services for Organization Transformation**” is made at Islamabad on this \_\_\_ day of \_\_\_\_\_

**BY AND BETWEEN**

**National ICT R&D Fund**, a company registered under Section 42 of the Companies Ordinance 1984, with its offices at 6<sup>th</sup> Floor, HBL Tower, Blue Area, Islamabad, Pakistan, (hereinafter referred to as the “Company” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns) of the one part;

**And**

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

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

**WHEREAS**, the Company wishes to avail certain services (hereinafter defined) from the service provider for the financial year 2017-2018

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

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

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

**1. DEFINITIONS AND INTERPRETATIONS**

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

(a) **“DAY”** means calendar day of Gregorian calendar;

(b) **“MONTH”** means calendar month of Gregorian calendar;

(c) **“SINGULAR AND PLURAL”**

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

(d) **“AGREEMENT”** means this signed Agreement and includes the Amendments to this Agreement agreed between the parties after the Effective date;

(e) **“FUNCTIONAL DOCUMENTS”** means SRO, Memorandum of Association, Articles of Association, the Legal Administrative and Financial Structure, Policy Framework and Operations Manual

(f) **“HR MANUAL”** means HR Policies and Procedures Manual

(g) **“SERVICES”** means the services specifically defined in the scope of work of this Agreement and the terms of reference of the Request for Proposal (Annexure A);

(h) **“REQUEST FOR PROPOSAL”** means the request for proposal dated [insert date] issued by the company for the purposes of this agreement

(i) **“HR POLICIES”** means policies for recruitment and selection, training, performance management system, leave, loan, over-time, compensation, disciplinary rules including grievance procedures and code of conduct, career development policy, promotion policy

**1.2 SCOPE OF WORK**

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

**2 DUTIES OF THE SERVICE PROVIDER**

- 2.1 The Service Provider shall carefully evaluate and revise/update the Functional Documents
- 2.2 The Service Provider shall carry out a review of existing Job Descriptions, HR Policies and Procedures including all HR related documentation;
- 2.3 Identify gaps and capacity weaknesses in the existing HR Policies and Procedures compared to best practices in report format.;  
Develop effective, accessible and comprehensive HR Manual as required under Corporate Governance Rules 2013 and Employee Handbook upon review of existing HR Policies and Procedures. The HR Manual shall include but not be limited to Job Descriptions of the Company and HR related policies having an alignment with needs of the Company and all its legislation and regulation. .
- 2.4 Design, recommend and assist in implementation of a transparent result based performance management system which ensures thorough assessment of achievements and a link to employee incentive systems.
- 2.5 Carry out salary survey and provide recommendations to rationalize current salary structure (comparative analysis of 4-5 Companies).

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

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

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

**4 EFFECTIVE DATE OF THE AGREEMENT**

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

## 5 CONFIDENTIALITY

- 5.1 The Service Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for its personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Company. The employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
- 5.2 Upon termination of this Agreement, the Service Provider will return to the Company all records, notes, documentation and other items that were used, created, or controlled by the Service Provider during the term of this Agreement.

## 6 INTELLECTUAL PROPERTY

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

## 7 TAXES AND DUTIES

- 7.1 Withholding taxes shall be deducted as per applicable tax laws of Pakistan.
- 7.2 The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and performance of the Agreement.

## 8 WARRANTY

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

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

## 9 DURATION

This Agreement shall come into force on the signing date and continue till 30th June 2017 unless terminated earlier in accordance with provisions of this Agreement.

## 10 ACCOUNTING AND FINANCIAL

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

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

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

## 11 PERFORMANCE BOND

The Service Provider shall provide bank guarantee of Rs.(to be inserted) in favour of the Company as Performance Bond.

## 12 PAYMENT DISBURSEMENT PLAN

12.1 The payments shall be made in Pak Rupees and shall be disbursed according to the following plan. Withholding tax(s) will be deducted as per rules.

S#	PROJECT MILESTONE	AMOUNT PAYABLE
1.	(To be Inserted)	(To be Inserted)
2.	(To be Inserted)	(To be Inserted)
3.	(To be Inserted)	(To be Inserted)

## 13 TERMINATION OF AGREEMENT

**13.1 Termination of Agreement for Default**

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

- a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the Company.
- b) If the Service Provider fails to perform any obligation under this Agreement.
- c) If the Service Provider in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

**13.2 Termination of Agreement for Convenience**

The Company may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Contractor after payment of proportionate amount of the fee due subject to satisfactory performance to be determined by the Company at the time of termination.

**14 ENTIRE AGREEMENT**

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

**15 SEVERABILITY**

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

16     **AMENDMENT**

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

17     **INDEPENDENT CONTRACTORS**

17.1     The Service Provider is and shall remain at all times an independent contractor and shall be fully responsible for its own acts and defaults (including those of its employees or agents)

17.2     Neither the Service Provider is authorized nor its employees, agents or representatives shall at any time attempt to act on behalf of the Company to bind any other party in any manner whatsoever to any obligations. Neither the Service Provider, nor its employees, agents nor representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the Company.

17.3     Nothing in this Agreement shall be deemed to constitute a partnership or other profit sharing arrangement between the Parties.

18     **INDEMNIFICATION**

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

19     **FORCE MAJEURE**

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

20      **DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act, 1940. The number of arbitrators shall be three (03) unless otherwise mutually agreed by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

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

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

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

By:

Title: Chief Executive Officer

CNIC:

Date: \_\_\_/\_\_\_/2017

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

By:

Title:

CNIC:

Date: \_\_\_/\_\_\_/2017

**Witness – 1**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Witness-1**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Witness - 2**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Witness – 2**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_