

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## **CONTRACT EVALUATION FORM**

### **TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT. Reform Support Unit School Education Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial Government
- 3) TITLE OF CONTRACT Hiring an Institute to Provide Training to HMs
- 4) TENDER NUMBER RSU/PROC/HM-TRG/2017
- 5) BRIEF DESCRIPTION OF CONTRACT Hiring an Institute to Provide Training to HMs
- 6) FORUM THAT APPROVED THE SCHEME Secretary School Education Department
- 7) TENDER ESTIMATED VALUE \_\_\_\_\_
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) \_\_\_\_\_
- 10) TENDER OPENED ON (DATE & TIME) Date: 31-01-2017 Time: 11.00
- 11) NUMBER OF TENDER DOCUMENTS SOLD Three  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Three
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three
- 14) BID EVALUATION REPORT  
(Enclose a copy) \_\_\_\_\_
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER SZABIST 8th Floor Shaikh Sultan Trust, Building 1
- 16) CONTRACT AWARD PRICE 3,337,738/-Including Taxes
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). First
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_  B
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	AD (Asses) / SPPRA/RSU-31194/2017/2047 27.01.2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	Expree Tribune 15.01.2017 Daily Times 17.01.2017 Jang&Awami Awaz 17.01.2017
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	NO

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	NO

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	NO

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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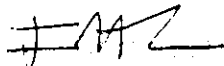
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	NO

Signature & Official Stamp of  
Authorized Officer



**FOR OFFICE USE ONLY**

***SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi***  
***Tele: 021-9205356; 021-9205369 & Fax: 021-9206291***

# REFORM SUPPORT UNIT

SCHOOL EDUCATION DEPARTMENT  
GOVERNMENT OF SINDH



251

## Notification of Award

NO.RSU//PROC/HM-TRG/2017

Dated:6<sup>th</sup> April, 2017

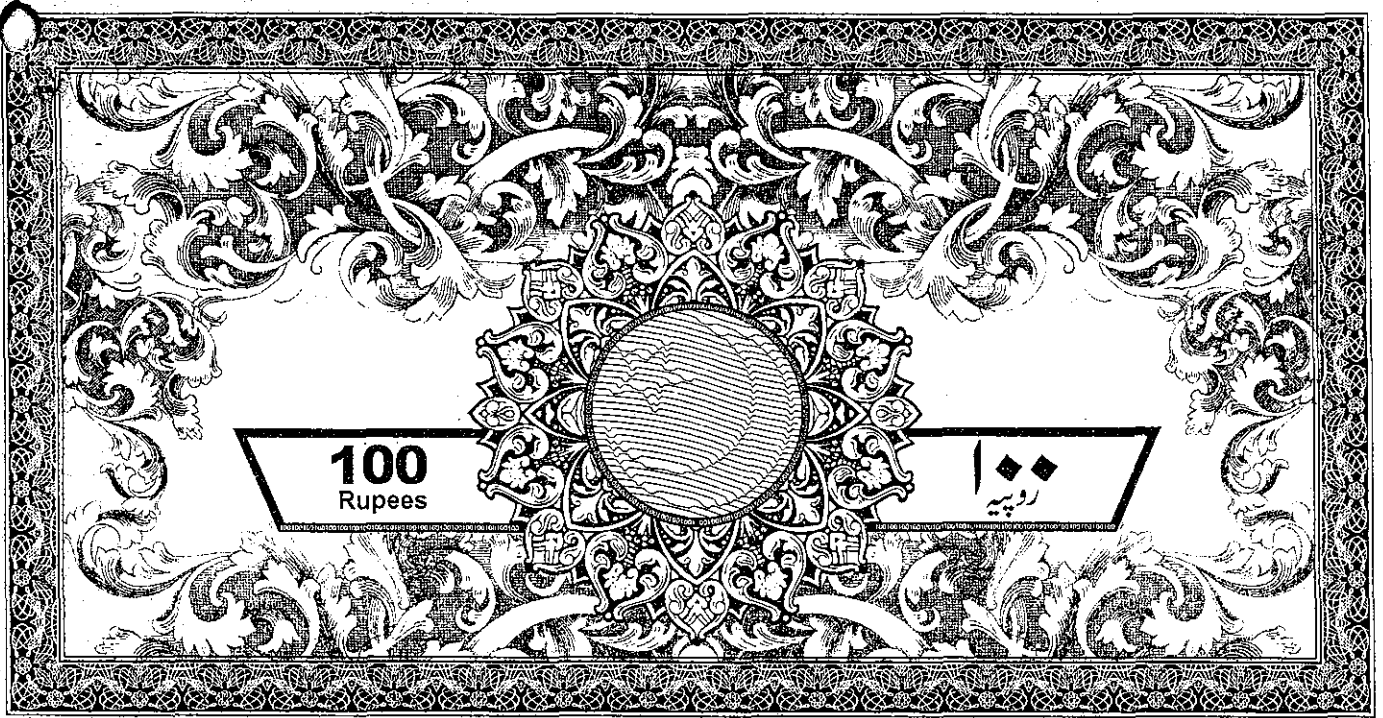
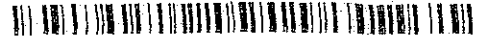
To M/s SZABIST  
8<sup>th</sup> floor, Shaikh Sultan Trust,  
Building No-1, Beaumont Road,  
Karachi.

**Subject: Hiring of Educational Institution to develop Manual and provide training to newly inducted HMs**

This is to notify that your bid for the captioned procurement has been accepted at a contract price of Rs.3,337,738/- (Rupees three million three hundred thirty seven thousand seven hundred thirty eight) inclusive of all taxes.

Pursuant to Special Conditions of contract, you are hereby requested to furnish performance security@ 5% of contract price amounting Rs.166,887/- in shape of Bank Guarantee within 7 days of this notification of Award.

Jamshed Alam  
P& CM Specialist  
RSU-SED



ARFAN HUSSAIN SHAH Stamp Vendor  
Licence No.21, Office No. 508, 5th Floor,  
Al-Bashir Trade Centre Opp: City Court Karachi  
S. NO 10630 DATE.....

14 APR 2017

**RUPEES ONE HUNDRED ONLY**

ISSUED TO WITH ADDRESS.....  
THROUGH WITH ADDRESS..... **Adnan Ali Sheikh**  
PURPOSE..... **Advocate**  
VALUE RS..... **Leg # 2201/K.B.A** ATTACHED.....  
STAMP VENDOR'S SIGNATURE .....

# CONTRACT AGREEMENT

## Contract for Consulting Services

Between

Reform Support Unit, School Education Department, Government of Sindh

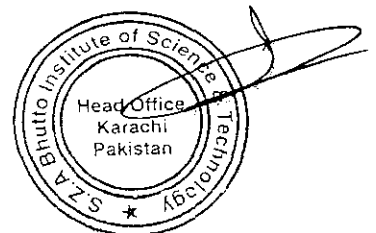
And

M/S SZABIST

For

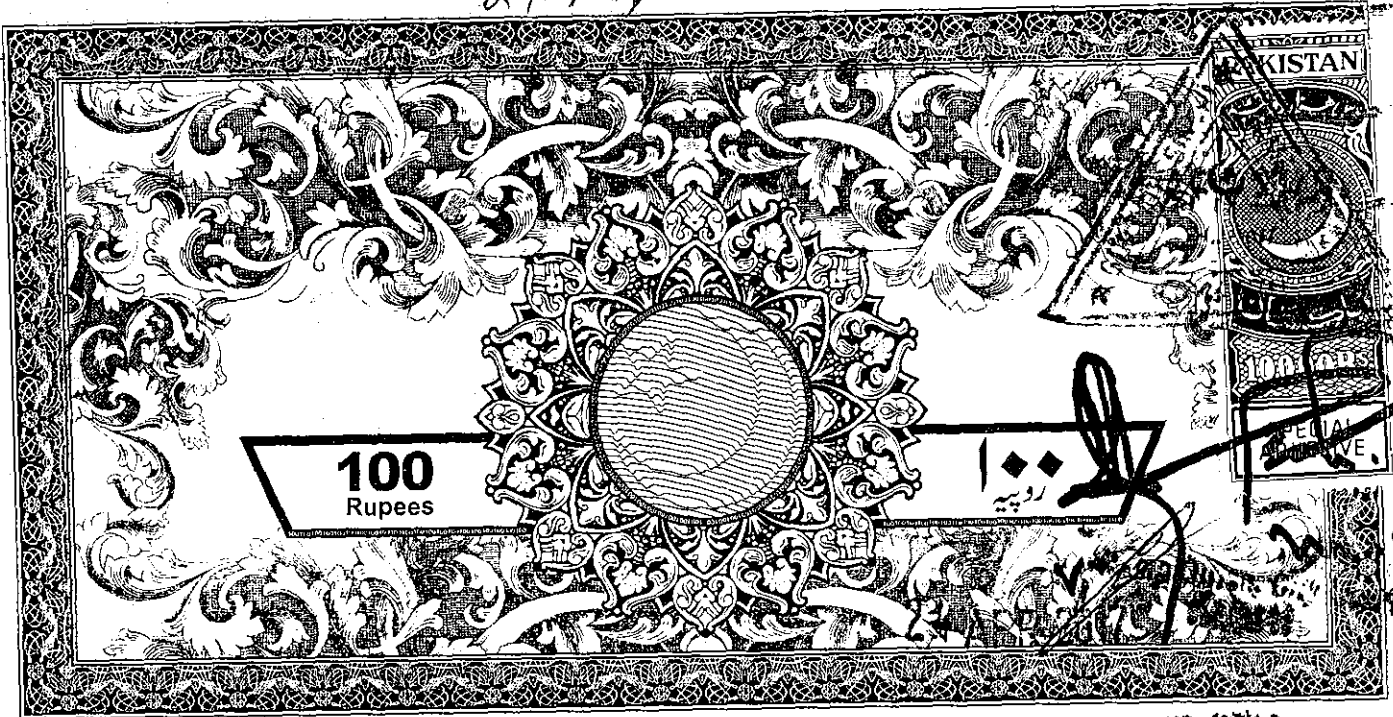
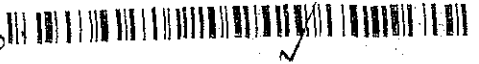
HIRING OF AN EDUCATIONAL INSTITUTE TO DEVELOP A MANUAL AND  
PROVIDE TRAINING TO MASTER TRAINERS AND SUPERVISE TRAINING  
TO NEWLY RECRUITED HEADMASTERS / HEADMISTRESSES

Contract No. PROC-HM-TRG/2017



H953779

Ch No 271 Rs 1000  
24-4-17



14 APR 2017 (RUPEES ONE HUNDRED ONLY)

**ARFAN HUSSAIN SHAH** Stamp Vendor

License No. 27, Class No. 508, 5th Floor,  
Al-Bashir Tower, Opp. City Court Karachi

S & NO 10629

ISSUED TO WITH ADDRESS **Adnan Ali Sheikh**

THROUGH WITH ADDRESS **Advocate**  
**Leg # 2201/K.B.A**

PURPOSE.....

VALUE RS.....ATTACHED.....

STAMP VENDOR'S SIGNATURE.....

**CONTRACT AGREEMENT**

This CONTRACT (Induction Training of HMs) is made the [22<sup>nd</sup>] day of the month of [April], [2017], between on the one hand, *Reform Support Unit School Education Department* (hereinafter called the "Client") and, on the other hand, [SZABIST] (hereinafter called the "Consultant").

**WHEREAS**

- (a) the Client has requested the Consultant to provide certain Services as defined in the terms of reference & General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs3,337,738/- (Rupees three million three hundred thirty seven thousand seven hundred thirty eight only)

NOW THEREFORE the parties hereto hereby agree as follows:

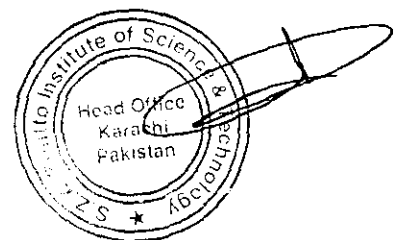
1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices;

Appendix A —Description of the Services/ Terms of Reference

Appendix B—Key Personnel Names

Appendix C —Breakdown of the Contract Price



2. The mutual rights and obligations of Reform Support Unit and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

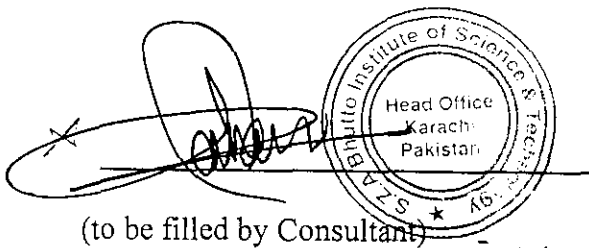
Sign and seal, (for the Client):



Faisal Ahmed Uqaili  
Chief Program Manager, Reform Support Unit,  
School Education Department-Sindh

JMAZ

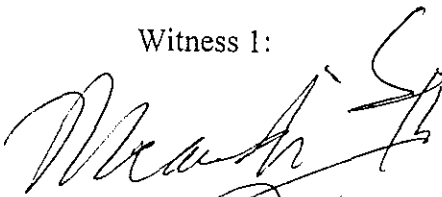
Sign and seal, (for the Consultant):



(to be filled by Consultant)

Dr. Suleman Shaikh

Witness 1:

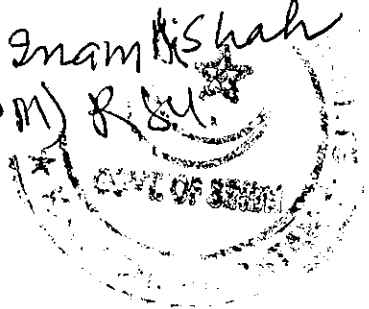


Abu Saifan (Manager)

Witness 2:



Syed Inam Kishak  
PIN (TPM) R.S.U.

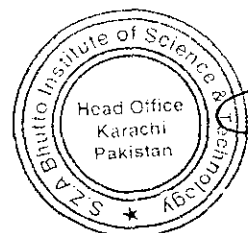


SZABIT

# General Conditions of Contract

## 1. General Provisions

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Description of Services”, “Performance Specification” and “Activity Schedule” are the required Services listed to be performed by the Consultant forming part of his/her Bid;</p> <p>(b) “Client” means the Reform Support Unit</p> <p>(c) “Completion Date” means the date of completion of the Services by the Consultant as certified by the Client</p> <p>(d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(f) “Day works” means varied work inputs subject to payment on a time basis for the Consultant’s employees and performance.</p> <p>(g) “GCC” means these General Conditions of Contract;</p> <p>(h) “Government” means the Government of Sindh</p> <p>(i) “Member,” in case the Consultant consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Consultant’ rights and obligations towards the Client under this Contract;</p> <p>(j) “Party” means Reform Support Unit or the Consultant, as the case may be, and “Parties” means both of them;</p> <p>(k) “Personnel” means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(l) “Consultant” is a person or corporate body whose Bid to provide the Services has been accepted by client;</p> <p>(m) “Consultant’s Bid” means the completed bidding document submitted by the Consultant to the Client</p> <p>(n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(o) “Specifications” means the specifications of the service included in the bidding document submitted by the Consultant to the Client</p> <p>(p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A, B and C; and in the Specifications and Terms of Reference.</p> <p>(q) “Subcontractor” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.</p>
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Government
1.3 Language	This Contract has been executed in English, which shall be the





	binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
1.5 Location	The Services shall be performed at the specified locations by the Client, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
1.7 Inspection and Audit by the Client	The Consultant shall permit the Client to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by accordingly.
1.8 Taxes and Duties	The Consultant, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

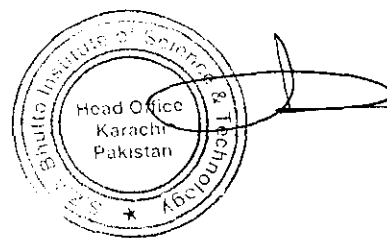
## 2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
2.2 Commencement of Services	The Consultant shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Définition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable



	alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.6 Termination	
2.6.1 By the Client	<p>The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):</p> <p>(a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) if the Consultant become insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Consultant/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) if the Consultant/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(e) if the Consultant does not maintain a Performance Guarantee in accordance with Clause 3.9;</p> <p>(f) if the Consultant has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;</p> <p>(g) if the Client, in its sole discretion, decides to terminate this Contract.</p>
2.6.2 By the Consultant	<p>The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:</p> <p>If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue</p>
2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

### 3. Obligations of the Consultant

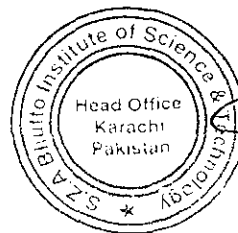


3.1 General	The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subcontractors or third parties.
3.2 Conflict of Interests	
3.2.1 Consultant Not to Benefit from Commissions and Discounts.	The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant's shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project	The Consultant agree that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	Neither the Consultant nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:  (a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;  (b) during the term of this Contract, neither the Consultant nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;  (c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Consultant's, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
3.4 Insurance to be taken out by the Consultant(s)	The Consultant's(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as shall be specified in the SCC.
3.5 Consultants' Actions Requiring Client's	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:  (a) entering into a subcontract for the performance of any part

Prior Approval	of the Services, (b) appointing such members of the Personnel not listed by name ("Key Personnel Names"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Consultant shall submit to the Client the reports and documents pertain to the required services or in any specified format required by the Client.
3.7 Documents Prepared by the Consultant to Be the Property of the Client	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant (if applicable) in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, upon request from Client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of Contract
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.
3.8.2 Correction for Over-payment And Lack of performance penalty	If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Consultant by adjusting the next payment certificate.  If the Consultant has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Consultant. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.
3.9 Performance Security	The Consultant shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Client, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.

#### 4. Consultatn's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel Names. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Client.
4.2 Removal and/or Replacement of Personnel	(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a



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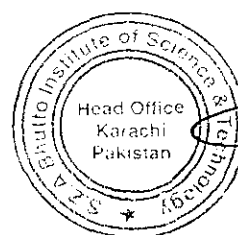
	<p>replacement a person of equivalent or better qualifications.</p> <p>(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
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## 5. Obligations of the Client

5.1 Assistance and Exemptions	Nil
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2
5.3 Services and Facilities	The Client shall make available to the Consultant the Services and Facilities listed under "Services and Facilities Provided by the Client".

## 6. Payments to the Consultant

6.1 Lump-Sum Remuneration	The Consultant's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Consultant in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.
6.2 Contract Price	The price payable is set forth in the SCC.
6.3 Payment for Additional Services	For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in "Breakdown of the Contract Price."
6.4 Terms and Conditions of Payment	Payments will be made to the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant have submitted an invoice to the Client specifying the amount due.
6.5 Day works	<p>6.5.1 If applicable, the Day work rates in the Consultant's Bid shall be used for small additional amounts of Services only when the Client has given written instructions in advance for additional services to be paid in that way.</p> <p>6.5.2 All work to be paid for as Day works shall be recorded by the Consultant on forms approved by the Client. Each completed form</p>



shall be verified and signed by the Client representative as indicated in Clause 1.6 within two days of the Services being performed.

6.5.3 The Consultant shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.5.2

**7. Quality Control**

7.1 Identifying Defects	The Client shall check the Consultant's performance and notify him of any Defects that are found. Such checking shall not affect the Consultant's responsibilities. The Client may instruct the Consultant to search for a Defect and to uncover and test any service that the Client considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.
7.2 Correction of Defects, 7.3 Lack of Performance Penalty	<p>(a) The Client shall give notice to the Consultant of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Consultant shall correct the notified Defect within the length of time specified by the Client's notice.</p> <p>(c) If the Consultant has not corrected a Defect within the time specified in the Client's notice, the Client will assess the cost of having the Defect corrected, the Consultant will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .</p>

**8. Settlement of Disputes**

8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
8.2 Dispute Settlement	<p>8.2.1 If any dispute arises between the Client and the Consultant in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 28 days of the notification of disagreement of one party to the other.</p> <p>8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>8.2.3 The arbitration shall be conducted in accordance with the Applicable Arbitration Act.</p>

**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is: "HIRING OF AN EDUCATIONAL INSTITUTE TO DEVELOP A MANUAL AND PROVIDE TRAINING TO MASTER TRAINERS AND SUPERVISE TRAINING TO NEWLY RECRUITED HEADMASTERS, HEADMISTRESSES"
1.1(l)	The Consultant is [SZABIST]

1.4	<p>The addresses are:</p> <p>Reform Support Unit:</p> <p>Education Department Govt.of Sindh 47/ E-1, 48<sup>th</sup> Street, Block-6, PECHS-Karachi Telephone: 021-34320252 E-mail:<a href="mailto:faisal100@hotmail.com">faisal100@hotmail.com</a></p> <p>Attention: RSU</p> <p>Facsimile: 92-21- _____</p> <p>Consultant:</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Reform Support Unit:</p> <p>Name &amp; Designation of the Nominee of the RSU Syed Inam Ali Shah, Programme Manager (TPM)</p> <p>For the Consultant: <u>Abu Sufyan (Manager - Training)</u> <u>0345-2062114</u></p> <p>Name &amp; Designation of the Nominee of the Consultant _____</p>
2.2	<p>The Starting Date for the commencement of Services is [date].] <u>25-04-2017</u></p>
2.3	<p>The Intended Completion Date is [date]. <u>24-08-2017</u></p>
3.3	<p>The consultant/Consultant while rendering the required services shall not reveal / release any information, provided by / acquired from Reform Support Unit due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or other. Moreover, all important and / or confidential documents provided by Reform Support Unit shall not be revealed to anyone whatsoever or taken out of the assigned work space.</p>
3.6	<p>The Consultant shall submit complete reports &amp; documents and all the deliverables as per TORs.</p>
3.8	<p>The liquidated damages rate is 0.01 percent per day of the contract amount. The maximum amount of liquidated damages for the whole contract is 10% of the Contract Price. Once the maximum is reached the Client may consider termination of the contract.</p>
3.9	<p>The amount of performance security is Rs: 166,887/-of contract amount</p>
5.2	<p>Prices payable to the Consultant as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly</p>
6.2	<p>The amount is Rs: 3,337,738/- inclusive of all taxes</p>
6.4	<p>Payment as percentage of the total contract amount will be made as follows:</p> <p>40% Approved Training Manual based on SESM</p>

		1500 Hard Bind sets of printed copies of approved Training Manual 1500 Sets of Pre and Post Assessment Tool for the ToTs and HMs. Induction Training.
	20%	Report of ToT on Induction Training of HMs based on Pre and Post Assessment Analysis
	20%	Report of Induction Training of HMs based on Pre and Post Assessment Analysis
	20%	Project Completion Report

## Appendices

(To be finalized at the contract award stage)

Appendix A —Description of the Services/Terms of Reference

Appendix B— Key Personnel Names

Appendix C— Breakdown of the Contract Price

## Appendix A

TORs FOR HIRING AN EDUCATIONAL INSTITUTE TO DEVELOP A MANUAL AND PROVIDE TRAINING TO MASTER TRAINERS AND SUPERVISE TRAINING NEWLY RECRUITED HEADMASTERS / HEADMISTRESSES

### Background of the Assignment:

Government of Sindh, School Education Department is at the final stage to induct approximately 1,000 Headmasters/Headmistresses (HMs) on school specific, merit and need based criteria. To make all the HMs' competencies as per professional standards, the School Education Department will carry out induction training of all recruited HMs, providing them comprehensive training about Administrative Management, Financial Management, Planning & Development Management, Academic Management strategies and methodologies in School Management Practices and relevant rules and regulation. This will be done in 2 phases:

#### 1) Training of Master Trainers

##### Training of Headmasters/Headmistress

This document is prepared to obtain the services of Educational institute for the completion of following deliverables

- Developing Training Manual based on Sindh Education Sector Management (SESM)
- Training of 60 Master Trainers (Training of Trainers)
- Supervision role of training to 1000 Headmasters/Headmistresses (HMs) provided by Master Trainer
- Project Completion Report

### Timeframe

The period of the engagement for this consultancy is approx. 120 Days starting from <sup>25th</sup> APRIL 2017. (Please note the start/end date of the assignment may change due to unavoidable circumstances in which case a revised timeframe will be drawn up with the mutual agreement of both parties)

### SCOPE OF THE ASSIGNMENT

Developing Training Manual based on Sindh Education Sector Management (SESM)

Training of Master Trainers

Supervision of training to 1000 Headmasters/Headmistresses (HMs) provided by Master Trainer



Master Trainers which will be trained by the selected Consultant ie Educational Institute shall provide induction training to 1000 HMS. The Consultant ie Educational Institute shall play supervisory role during the Induction Training to 1000 HMs at following six regional places;

Karachi

Hyderabad

Larkana

Sukkur

Shaheed BeNazirabad

MirpurKhas

### Project Completion Report

S.No	Required Service	Based on Document	Areas/ of Training
1	Developing Training Manual for HMs/HTs	1) Modules to facilitate HMs in School Management based on 8 modules of SESM  2) Any other skill related to HM Training	Administrative Management Financial Management Planning & Development Academic Management strategies and methodologies School Management Practices relevant rules and regulation
2	Training of Master Trainers – (60MTs)	Training Manual for HMs	As above
3	Supervision of Training to 1000 Headmasters/Headmistresses (HMs) provided by Master Trainer	Training Manual for HMs	As Above
4	Project Completion Report		

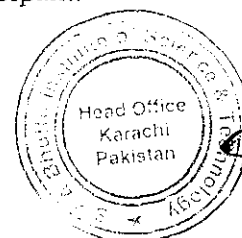
This Consultancy/ Project is Deliverable Based and Time Bound and the Firm/Institute is expected to provide the services on the following Terms of References:

Develop Training Manual for HMs induction training (face-to-face) based on SESM, Administrative Management, Financial Management, Planning & Development & Strategic Management, Academic (Resource, Communication skills, Pedagogical skills) Management, Rules and Regulations (financial & administrative as per Government) etc and job guidelines.

Develop Training Resource Material for Training of Master Trainers (Face to Face training program).

Develop a detailed Work Plan including agenda, method of delivery, teaching aids, hand-outs and evaluation forms based on the resource material and in line with job guidelines of HMs. The material should be comprehensive and user friendly so that it can be replicated by the School Education Department for future trainings.

Develop pre-training and post-training assessment plan and tools, for Face to Face induction training programs to assess the performance of the participants and submit a detailed report to the School Education Department on the performance of each participant.



- The firm/organization/institute will also develop an orientation plan for the Master Trainers to:
- An "Induction Training Plan" that the Trainers will adopt to deliver training to HMs, and
- An "Assessment Tool" that will be used by the Trainers for HMs Training

Deliver Master Trainer Training at venues as agreed with School Education Department.

Analyze and share training success report along with follow up plan.

Performance Indicators/ Deliverable with Time line:

S. No:	Deliverable Outputs	Timescale
1	Complete Training Manual based on SESM with all the required tools, forms, hand-outs and support material to be used during ToT and HMs Induction Training along with set of Pre and Post Assessment Tool for the ToTs and HMs. Induction Training.  1500 Hard Bind sets of printed copies of approved Training Manual	70 days after the signing of contract
2	Conduct a Training of Trainers (ToTs) for 60 Master Trainers of the province and provision of Report regarding Training of Trainers,	20 Days after the Training Manual is approved
4	Report regarding supervision of training to 1000 Headmasters/Headmistresses (HMs) provided by Master Trainer	15 Days after the training
5	Project Completion Report	15 Working Days after the completion of Induction Training of HMs

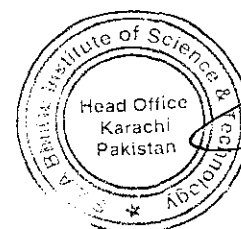
Payment Schedule/ Milestone:

S. No.	Activity	Payment %
1	Approved Training Manual based on SESM 1500 Hard Bind sets of printed copies of approved Training Manual 1500 Sets of Pre and Post Assessment Tool for the ToTs and HMs. Induction Training.	40
2	Report of ToT on Induction Training of HMs based on Pre and Post Assessment Analysis	20
3	Report of Induction Training of HMs based on Pre and Post Assessment Analysis	20
4	Project Completion Report	20

The Consultant will provide <sup>ToT</sup> training for three hour session for which material will be provided by the Client. *and shall also include in Manual as well.*

Objectives for the 3 hours training session on Inclusive education would be:

- To understand inclusive education
- To explore the beliefs and values attached to inclusive education
- To understand that there are individual differences in learning
- To identify some general special educational needs in children



- To learn about some approaches that facilitate inclusion

## Appendix B

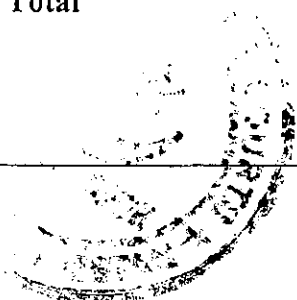
### Key Personnel

Role	Name	Contact Number
Project Manager	Lubna Khalid	0333-3017606
QA Manager	Sania Ali	0340-2077232
Training Manager/Coordinator	Abu Sufyan	0345-2062114
Directorate Office, 8 <sup>th</sup> Floor, Shaikh Sultan Building # 1, Beaumont Road, Karachi		021-35220219 021-35220220

## Appendix C

### Breakdown of Contract Price

No	Description	Total Cost
1	Printing of Training Manuals	400x1500= Rs.600,000/-
2	Boarding and Lodging of 60 Master Trainers for 5 Days	3000x60x5=Rs.900,000/-
3	Boarding and Lodging of 3 Trainers + Drivers for 5 days	3000x4x5=Rs.60,000/-
4	Lunch+ 2 times Tea for the training of Master Trainers	Rs.400x70x4=Rs.112,000/-
5	Miscellaneous ( Generaotor + Water + Stationary + Communication)	Rs.100,000/-
6	Travelling of Trainers	Rs.20,000
7	Boarding + Lodging + Food of Supervisors	Rs.5000x4x12=Rs.240,000/-
8	Travelling Expenses of Suprvisors	Rs.10,000x12= Rs. 120,000/-
9	TA/ DA of Finance Person for 16 days @ Rs.1000/- per day	Rs. 16,000/-
10	Remuneratin to Finance Person	Rs. 20,000/-
11	Draftng and Producton of Training Manuals and Reports	Rs. 250,000/-
	<b>Sub-Total</b>	<b>Rs.24,38,000/-</b>
12	Project Management Fee @ 15% of the Sub-Total	Rs. 24,38,000/- x 15% = Rs.3,65,700
	<b>Total</b>	<b>Rs. 28,03,700/-</b>
13	Income Tax (Federal + Provincial) @ 16% of the Total	Rs. 5,34,038/-
	<b>Grand Total</b>	<b>Rs. 3,337,738/-</b>  Rupesthree million three hundred thirty seven thousand seven hundred thirty eight only





**SZABIST**  
DIRECTORATE OF  
SCHOOLS & COLLEGES

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8th Floor, Sheikh Sultan Trust,  
Building No. 1, Beaumont Road,  
Karachi-755530,  
Phone : 021-35220219-20  
Fax: 021-99206251  
Email: imcmgr@szabist.pk,  
szabistmcmgr@gmail.com

**Form-II**

**Price Schedule in Pak Rupees**

Name of Bidder: SZABIST

3	Description of Deliverables	Consultancy charges (Rs.)	Applicable Tax(s) (if any)	Total charges (inclusive of applicable tax) (Rs.)
1	Lump sum charges for entire deliverables as mentioned, detailed, specified and stipulated in Terms of Reference	2,803,700	534,038	3,337,738

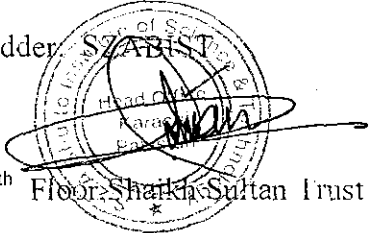
**Note:**

Only applicable / lawful tax/s should be applied / charged in tax column above. No other payment shall be made by the Purchaser on any grounds whatsoever except the above quoted rates. Any duty or tax imposed or reduced / withdrawn by the government shall be included / adjusted to the quoted rates.

Authorized Signature: Lubna Khalid

Name and Title of Signatory: Lubna Khalid Director SZABIST Schools & Colleges

Name of Bidder: SZABIST



Address: 8<sup>th</sup> Floor, Sheikh Sultan Trust Building No. one, Beaumont Road Karachi

*[Handwritten signature]*  
28/07/17

*[Handwritten signature]*  
28/7/17

*[Handwritten signature]*  
28/2/17

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**BREAKDOWN OF EXPENSES**

No	Description	Total Cost
1	Printing of Training Manuals	Rs.400×1500 = Rs.600,000/-
2	Boarding and Lodging of 60 Master Trainers for 5 days	Rs.3000×60×5 = Rs.900,000/-
3	Boarding and Lodging of 3 Trainers + Driver for 5 days	Rs.3000×4×5 = Rs.60,000/-
4	Lunch + 2 times Tea for the training of Master Trainers	Rs.400×70×4 = Rs.112,000/-
5	Miscellaneous (Generator + Water + Stationary + Commutation)	Rs.100,000/-
6	Travelling of Trainers	Rs.20,000/-
7	Boarding + Lodging + Food of Supervisors	Rs.5000×4×12= Rs.240,000/-
8	Travelling Expenses of Supervisors	Rs.10,000×12 = Rs.120,000/-
9	TA / DA of Finance Person for 16 days @ Rs.1000/- per day	Rs.16,000/-
10	Remuneration to Finance Person	Rs.20,000/-
11	Drafting and Production of Training Manuals and Reports	Rs.250,000/-
<b>Sub-Total</b>		<b>Rs.24,38,000/-</b>
12	Project Management Fee @ 15% of the Sub-Total	Rs.24,38,000/- × 15% = Rs. 3,65,700
<b>Total</b>		<b>Rs.28,03,700/-</b>
13	Income Tax (Federal + Provincial) @ 16% of the Total	Rs.5,34,038/-
<b>Grand Total</b>		<b>Rs.33,37,738/-</b>

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28/12/17  
28/12/17

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28/12/17

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