



Sindh Education Foundation



Government of Sindh

Date: 08-02-2016.

Ref: SEF/357/2016.

Letter of Invitation

Mr. Jazib Ijaz,
Director,
M/s. Ijaz Tabussum & Co.,
303, Sawan Road,
G-10/1, Islamabad
051-2354801-03

Mr. Mushtaq Ali Hirani,
Mr. Deloitte Yousuf Adil,
Chartered Accountants,
M/s. Deloitte Yousuf Adil,
Cavish Court, A-35, Block-7 & 8,
KCHSU, Shahrach-e-Faisal,
Karachi-75350,
021-34546494-7

Mr. Amin Ali,
Partner,
M/s. Horwath Hussain Chaudhury & Co.,
Chartered Accountants,
25-E, Main Market, Gulberg-II,
Lahore,
042-111-111-442

Mr. Sarfraz Mahmood,
M/s. Riaz Ahmad & Company,
10-B, Saint Mary Park,
Main Boulevard, Gulberg-III,
Lahore-54660
042-35718137-9

M/s. BDO Ebrahim & Co.,
Qasim E. Causer,
Second Floor, Block C,
Lakson Square Building No. 01
Sarwar Shaheed Road,
Karachi 74200
92-21-35683030

Head Office: House # 21-A, Block 7/8, Overseas Cooperative Housing Society, Ameer Khusro Road, Karachi.
Ph:021-34169141-5, 021-34305753-4, 021-34301460-3 Fax: 021-34169181 E-mail: info@sef.org.pk, Website: www.sef.org.pk

Regional Offices:

Hyderabad Ph: 022-9240173-4 Larkana Ph:074-4058639
Sukkur Ph:071-5632292, 071-9310985 Dadu Ph:025-4710731 Mirpurkhas Ph:0233-9290385
Shaheed Benazirabad Ph:0244-382090-1

1. The [**Sindh Education Foundation, Govt. of Sindh**] (hereinafter called “Procuring Agency”) now invites proposals to provide the following consulting services: [**Hiring of External Audit Firm**]. More details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre- qualified/interested Consultants:

[List of Shortlisted Consultants]

1. *M/s. Ijaz Tabussum & Co.*
2. *M/s. Deloitte*
3. *M/s. Horwath Hussain Chaudary & Co.*
4. *M/s. Riaz & Ahmed Company.*
5. *M/S. BDO Ibrahim & Co.*

It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected under [QUALITY & COST BASED SELECTION METHOD] and procedures described in this RFP, in accordance with the SPPR 2010 and revised 2013.

4. The RFP includes the following documents:

- Section 1 - Letter of Invitation**
- Section 2 - Instructions to Consultants (including Data Sheet)**
- Section 3 - Technical Proposal - Standard Forms**
- Section 4 - Financial Proposal - Standard Form**
- Section 5 - Terms of Reference**
- Section 6 - Standard Forms of Contract**

5. Please inform us in writing at the following address :

(Plot. No. 21/A, Block No.7& 8 Overseas Cooperative Housing Society, Ameer Khusro Road) Karachi, upon receipt:

(a) *that you received the Letter of Invitation; and*

6. *The provided Bids (TECHNICAL & FINANCIAL) to be submitted at above given head office address on February 29, 2016 at 3:00 PM and technical bid will be opened on same day at 3:30PM in presence of Consultant Selection Committee members and representative of participated firms.*

Very truly yours,



**Acting Deputy Director Procurement
Sindh Education Foundation GoS**

Cc:

Consultant Selection Committee Members
Director (Administration & IT Unit), SEF



Sindh Education Foundation



Government of Sindh

Date: 09-02-2016

Ref: SEF/ASU/2016

To,
The Director (A&F),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

SUBJECT: REQUEST TO UP LOAD THE DOCUMENTS OF HIRING OF FIRM FOR EXTERNAL AUDIT
EOI #SEF/NP/15-16/21. IN SPPRA WEBSITE

Dear Sir,

Please refer to the subject above. In this regard, you are requested to kindly upload the following documents on the official website of SPPRA.

1. Tender Attendance Slip (Copy).
2. Sheet of Shortlisted Firms (Copy).
3. RFP (documents).
4. Constitution of Consultant Selection Committee (Copy).
5. Consolidate Invitation Letter (Copy).

Your cooperation in this regard is highly appreciated.

Thank you.

Acting Deputy Director Procurement,
Sindh Education Foundation,
Government of Sindh.
Karachi.

Cc. Director (Admin. & IT Unit), SEF.

Encl: (As above)

SPPRA INWARD DIARY
NO: 7993
DATED: 15-02-16

Head Office: House # 21-A, Block 7/8, Overseas Cooperative Housing Society, Ameer Khusro Road, Karachi.
Ph:021-34169141-5, 021-34305753-4, 021-34301460-3 Fax: 021-34169181 E-mail: info@sef.org.pk, Website: www.sef.org.pk

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Shaheed Benazirabad Ph:0244-382090-1



**SINDH EDUCATION FOUNDATION
GOVT. OF SINDH
(HEAD OFFICE)**



SEF (Plot. No. 21/A, Block No.7& 8 Overseas Cooperative Housing Society,
Armeer Khusro Road) Karachi. 021-34169182 & 184

EOI OPENING SLIP

Opening Date: 31-12-2015

EOI NO. SEF/NP/2015-16/21

EOI for: EOI FOR HIRE OF EXTERNAL AUDIT FIRM

Following firms submitted their Profile:

S.No.	NAME OF PARTICPANT FIRMS
1	M/S PIA & Company
2	M/S HLB Agaz Talusson & company
3	M/S Education & Co. Chartered Accountants.
4	M/S Nabilla
5	M/S Clome Harnish
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

OPENING VERIFICATION

Sign: 
Shahnawaz Ali Khan, A.D.D (Procurement)





1/2







**SINDH EDUCATION FOUNDATION
GOVT. OF SINDH
(HEAD OFFICE)**



SEF (Plot. No. 21/A, Block No.7& 8 Overseas Cooperative Housing Society,
Amber Khusro Road) Karachi. 021-34169182 & 184

MEMBERS OF SELECTION COMMITTEE

Sign: _____

Mr. Ashfaq Hussain Meeran

Assistant Director,
(RBCS)

Member of Consultant Selection Committee
Sindh Education Foundation,
Govt. of Sindh.

Sign: _____

Mr. Taufiq Ahmed Sheikh

Planning officer,
Planning & Development Dept.

Member of Consultant Selection Committee
Sindh Education Foundation,
Govt. of Sindh,

Sign: _____

Mr. Syed Wajid Ali Shah,

Deputy Sec. (LP) Finance

Member of Consultant Selection Committee
Sindh Education Foundation,
Govt. of Sindh,

Sign: _____

Mr. Hadi Khan

Deputy Director (PSDU)

Secretary of Consultant Selection Committee
Sindh Education Foundation
Govt. of Sindh,

COUNTERSIGNED

Mr. Aziz Kabani

Director POR/DMD

Chairman Consultant Selection Committee

Sindh Education Foundation

Govt. of Sindh,

**SINDH EDUCATION FOUNDATION GOVERNMENT OF SINDH
TECHNICAL CRITERIA OF EXTERNAL AUDIT**

S #	Reference of Members	Max. Marks	M/s. Deloitte					M/s. Riaz Ahmad & Company					M/s. BDO Ebrahim & Co.				
			Obtain marks from Consultant Selection Committee					Obtain marks from Consultant Selection Committee					Obtain marks from Consultant Selection Committee				
			M-5	M-4	M-3	M-2	M-1	M-5	M-4	M-3	M-2	M-1	M-5	M-4	M-3	M-2	M-1
	Tender Opening Date 31 December 2015																
	IMPORTANT PRE-QUALIFICATION / ASSESSMENT POINTS																
	Technical Bid Maximum Score																
	Compress following criteria of marking.																
1	Firm should have 8 to 10 year of Audit experience (evidence required) (Point 8=15, 9=20 & 10=25)	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
2	Firm should have 3 to 5 annual Audit experience in public sector organization (evidence required) (Point 3=10, 4=15 & 5=20)	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
3	Firm should have no litigation (Evidence required)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
4	Firm should have financial strength with 8 to 10 million per annum (evidence required) (Point 8=5, 9=10 & 10=15)	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
5	Firm should have Satisfactory OCR Rating from Institute Chartered Account of Pakistan (ICAP) (evidence required)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
6	Firm should have registered in all Tax Departments (evidence required)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
7	Firm should have on State Bank of Pakistan's (SBPS) Panel of Approved Auditors (evidence required)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
	Total Marks/Obtain Marks / Average Marks		100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
	Minimum 70% marks to be qualified. Positions are:																

Note: The Consultant Selection Committee is recommending on the above sheet listed firms to issue RFPs.

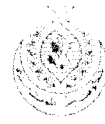
Members of Consultant Selection Committee
 Mr. Ashfaq Hussain Meerani
 Assistant Director (RBCS)
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Govt. of Sindh

Members of Consultant Selection Committee
 Mr. Taufiq Ahmed Sheikh
 Planning officer,
 Planning & Development Dept
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Govt. of Sindh

Members of Consultant Selection Committee
 Mr. Syed Wajid Ali Shah,
 Deputy Sec. (LF) Finance
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Govt. of Sindh

Members of Consultant Selection Committee
 Mr. Hadi Khan
 Deputy Director (PSDU)
 Secretary of Consultant Selection Committee
 Sindh Education Foundation
 Govt. of Sindh

27/01/2016
 Mr. Ashfaq Hussain Meerani
 Director POC/DMD
 Chairman Consultant Selection Committee
 Sindh Education Foundation
 Govt. of Sindh



Date: 11-08-2015

Ref: SEF/57/2015

NOTIFICATION


Subject: Formation of Consultant Selection Committee in Accordance with SPPRA Rule # 67.

With reference to above, a Consultant Selection Committee is hereby constituted with following composition:

1. Mr. Aziz Kabani, Director POR/Deputy Managing Director SEF (Chairman of the Committee)
2. Mr. Ashfaq Hussain Meerani, (Assistant Director RBCS)
3. Representative From Planning & Development Department Govt. of Sindh, (not below the rank of BS-18)
4. Deputy Secretary (LF), Finance Department, Govt. of Sindh
5. Mr. Hadi Khan, Deputy Director PSDU, SEF (Secretary of the Committee)

The committee's TORs are:

- Approval of Request for Proposal before issuance;
- Shortlisting of consultants, responding to the Request for Expression of Interest, where applicable, in accordance with the criteria mentioned in Request for Expression of Interest;
- Evaluation of technical and financial proposals, according to the selection method and evaluation criteria, mentioned in the Request for Expression of proposal;
- Finalization of recommendation based on evaluation as mentioned above;
- Perform any other function assign by competent authority;


11/8/2015
Ms. NAHEED S. DURRANI
Managing Director,

Copy to:

The Secretary Education & Literacy Department, Govt. of Sindh

The Secretary Finance Department, Govt. of Sindh

The Secretary Planning & Development, Govt. of Sindh

Committee members:

- Mr. Aziz Kabani, Director POR/Deputy Managing Director SEF (Chairman of Committee)
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Head Office: House # 21-A, Block 7/8, Overseas Cooperative Housing Society, Ameer Khusro Road, Karachi.
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Sindh Education Foundation



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Mr. Deloitte Yousuf Adil,
Chartered Accountants,
M/s. Deloitte Yousuf Adil,
Cavish Court, A-35, Block-7 & 8,
KCHSU, Shahrah-e-Faisal,
Karachi-75350,
021-34546494-7

Mr. Amin Ali,
Partner,
M/s. Horwath Hussain Chaudhury & Co.,
Chartered Accountants,
25-E, Main Market, Gulberg-II,
Lahore,
042-111-111-442

Mr. Sarfraz Mahmood,
M/s. Riaz Ahmad & Company,
10-B, Saint Mary Park,
Main Boulevard, Gulberg-III,
Lahore-54660
042-35718137-9

M/s. BDO Ebrahim & Co.,
Qasim E. Causer,
Second Floor, Block C,
Lakson Square Building No. 01
Sarwar Shaheed Road,
Karachi 74200
92-21-35683030

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Very truly yours,



**Acting Deputy Director Procurement
Sindh Education Foundation GoS**

Cc:

Consultant Selection Committee Members
Director (Administration & IT Unit), SEF

**REQUEST FOR PROPOSALS
DOCUMENT
SELECTION OF CONSULTANTS**

HIRING OF FIRM FOR EXTERNAL AUDIT

EOI # SEF/NP/2015-16/21

Issued By:

.....
Acting Deputy Director (Procurement),
Sindh Education Foundation,
Govt. of Sindh,
Karachi

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Section 2. Instructions to Consultants

Instructions to Consultants

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

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

Under Rule 35 of SPPR2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-

staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)

qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of **Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 2. Information to Consultants – Data Sheet

10.1	<p>Clarifications may be requested <u>not later than five days before the date of submission.</u></p> <p>The address for requesting clarifications is</p> <p>Facsimile: _____ E-mail: hamid.ahmed@sef.org.pk</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
6.1	<p>Shortlisted Consultants may associate with other shortlisted Consultants: Yes _____ No <u>X</u></p>

	covered in the foregoing.																										
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable or any other duties and taxes.																										
6.3	N/A Consultants to state local cost in the national currency (in case of ICB only): Yes _____ No _____																										
16.2	Consultant must submit the original and two six of the Technical Proposal, and the original of the Financial Proposal.																										
13.1	<p>Choose only one of the below options:</p> <p>Option A (N/A)</p> <p>Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference¹:</td> <td style="text-align: right; vertical-align: bottom;">[20 – 40]</td> </tr> <tr> <td>(ii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader</td> <td style="text-align: right;">[Insert points]</td> </tr> <tr> <td style="padding-left: 20px;">b) [Insert position or discipline as appropriate]</td> <td style="text-align: right;">[Insert points]</td> </tr> <tr> <td style="padding-left: 20px;">c) [Insert position or discipline as appropriate]</td> <td style="text-align: right;">[Insert points]</td> </tr> <tr> <td style="padding-left: 20px;">d) [Insert position or discipline as appropriate]</td> <td style="text-align: right;">[Insert points]</td> </tr> <tr> <td style="padding-left: 20px;">e) [Insert position or discipline as appropriate]</td> <td style="text-align: right;">[Insert points]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (ii):</td> <td style="text-align: right;">[60 - 80]</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 50%;">1) General qualifications</td> <td style="width: 50%; text-align: right;">[Insert weight between 20 and 30%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[Insert weight between 50 and 60%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[Insert weight between 10 and 20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> <p style="text-align: right; margin-top: 10px;">Total points for the two criteria: 100</p>		<u>Points</u>	(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference ¹ :	[20 – 40]	(ii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	[Insert points]	b) [Insert position or discipline as appropriate]	[Insert points]	c) [Insert position or discipline as appropriate]	[Insert points]	d) [Insert position or discipline as appropriate]	[Insert points]	e) [Insert position or discipline as appropriate]	[Insert points]	Total points for criterion (ii):	[60 - 80]	1) General qualifications	[Insert weight between 20 and 30%]	2) Adequacy for the assignment	[Insert weight between 50 and 60%]	3) Experience in region and language	[Insert weight between 10 and 20%]	Total weight:	100%
	<u>Points</u>																										
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d) [Insert position or discipline as appropriate]	[Insert points]																										
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3) Experience in region and language	[Insert weight between 10 and 20%]																										
Total weight:	100%																										

	<p>All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under “qualifications and competence of key staff” must be indicated in the RFP.</p> <p>The minimum technical score St required to pass is: 70 Points and evaluation will process as per GCC guideline # 18.1 (70 marks for technical & 30 marks for financial) = 100 Remuneration Type : “<u>Lump sum</u>” The single currency for price conversions is: PKR</p>
20.1	Expected date and address for contract negotiations: March 15, 2016
9.2	<p>The shortlisted consultant is required to submit 3% bid security amount of total bid value along with his bid (technical & financial).</p> <p>The bid security may be submitted in the form of pay order, demand draft & bank guarantee in favor of “Sindh Education Foundation”.</p>
24.2	Successful consultant is required to submit 5% performance security in form of pay order, demand draft or bank guarantee (PA shall insert amount but not more than 10% of the contract amount).
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.10 million.

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel	1	2	3	4	5	6	7	8	
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
	Home Office								
	Field								

1. Expressed as percentage of 1
2. Expressed as percentage of 4

procedure manuals, as well as the quality of these manuals & as per applicable rules of government.

4. EXPECTED OUTPUT

A comprehensive financial audit report comprising detailed financial statements, all notes to the statements and a proper management letter, has to be submitted to the Managing Director of Sindh Education Foundation.

The report has to be well-structured, including an in-depth analysis on all the aspects of accounting and financial management as listed above and evidence-based recommendations for consolidation and improvement of Sindh Education Foundation financial management. The final version of the management letter will include the institution's management's response to the listed findings and to the recommendations.

5. METHODOLOGY:

Desk study and field visits as per requirement are must. The audit is expected to take a risk-based approach.

6. TIMING

The job is expected to be carried and completed within two (02) months (Sixty days) after signature of the contract/Engagement letter.

7. PROPOSALS

The proposals must include a description of the scope of work, timing of conduction of audit, as well as detailed composition of the team, breakdown of the fees and charge.

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.

1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2.6 Termination

2.6.1 By the PA The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) 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.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the
Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 3.2.3 Prohibition of Conflicting Activities
- The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality**
- Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant**
- The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval**
- The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

experience acceptable to the PA.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** 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 incurred by the Consultant in performing the Services, 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 GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. 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 Clause 2.4.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 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 Appendices D and E.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

**Number of
GC Clause**

**Amendments of, and Supplements to, Clauses in the
General Conditions of Contract**

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency: _____

Attention: _____

Facsimile: _____

E-mail: _____

Consultant: _____

Attention: _____

Facsimile: _____

E-mail: _____

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Special Condition of Contract

- 6.5 The accounts are:
- for foreign currency or currencies: *[insert account]*
 - for local currency: *[insert account]*

Payments shall be made according to the following schedule:

100% Payment will be made by the Managing Director after successful completion of complete job.

Note: This sample clause should be specifically drafted for each contract.

- 8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
4. **Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

software.

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____