Sindh Technical Education &

**Employment through Skill**

Vocational Training Authority (STEVTA)

Government of Sindh

Tender No. STEVTA\FIN\OUTSOURCING\05\2017

Bid Document

STAFF SECONDMENT/OUTSOURCING THE

SERVICES OF A FIRM OF CHARTERED ACCOUNTANT

FOR THE OPERATIONAL ACTIVITIES OF

FINANACE DEPARTMENT (STEVTA)



**Employment through Skill**

Sindh Technical Education &

Vocational Training Authority (STEVTA) 

Government of Sindh

**EXPRESSION OF INTEREST**

***Tender No. STEVTA/HQ/FIN/Outsource/05/2017***

**STAFF SECONDMENT/OUTSOURCING THE SERVICES OF A FIRM OF**

**CHARTERED ACCOUNTANT FOR THE OPERATIONAL ACTIVITIES OF**

**FINANCE DEPARTMENT (STEVTA)**

Sindh Technical Education & Vocational Training Authority (STEVTA) receives annual grants from the Government of Sindh in Pak rupee (PKR) towards the cost of the operations of the STEVTA. The STEVTA Fund Accounts are to be audited by the External Chartered Accountant Firm as per provisions of STEVTA Act 2009. In order to maintain its books of accounts on double entry bookkeeping accounting system and as per requirements of International Public Sector Accounting Standards, the STEVTA intends to outsource the services of a firm of chartered accountant for secondment of professionally qualified accountants for the operational activities of Finance Department of STEVTA.

STEVTA hereby invites bids from reputable accountancy firms for the subject purpose under the terms and conditions specified in the bidding documents. Further details on the services are provided in the bidding document.

The single stage one envelope procedure shall be adopted. The firm shall be selected under the criteria described in the bidding document. Interested firms must provide information indicating that they are qualified to perform the task in accordance with instructions provided in the bidding document.

Complete set of bidding document may be purchased by interested firms from **October 9, 2017** **uptill October 25, 2017** on submission of a written application to the undersigned and upon payment of a non-refundable fee of Rs.2,000/- (Rupees Two Thousand only) in the form of pay order or demand draft issued from any bank in favor of **“Sindh Technical Education & Vocational Training Authority Karachi”**. The bidding document can also be downloaded from website of STEVTA and SPPRA, which shall be required to support with prescribed tender document fee.

Bids must be delivered to the undersigned at the following address on or before **October 25, 2017** by **11:15 a.m**; must be accompanied by 2% Bid Security of the bid price in the form of pay order/demand draft issued from any bank in favor of **“Sindh Technical Education & Vocational Training Authority Karachi”**. Bids will be opened in the presence of all bidders’ representatives, who choose to attend on the same date at **11:30 a.m.** in the office of undersigned.

STEVTA reserves the right to accept or reject any or all of Bids without assigning any reason, as per provisions of SPP Rules 2010 amended from time to time.

**( A. HAFEEZ ABRO)**

**Director (Procurement)**



**Employment through Skill**

Sindh Technical Education &

Vocational Training Authority (STEVTA) 

Government of Sindh

Tender No. STEVTA/FIN/Outsourcing/05/2017/ Karachi, dated the Oct. 2017.

To,

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Subject: **Staff Secondment/Outsourcing of Services of a Firm of Chartered Accountant for the Operational Activities of Finance Department (STEVTA).**

Dear Mr./Ms.

This refers to your letter No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_, concerning purchase of tender document pertaining to subject matter.

Sindh Technical Education & Vocational Training Authority (STEVTA)) receives annual grants from the Government of Sindh in Pak Rupee (PKR) towards the cost of operations of STEVTA. The STEVTA Fund Accounts are to be audited by the external chartered accountant firm, as per provision of STEVTA Act 2009.In order to maintain its books of accounts on double entry accounting system and as per requirements of International Accounting Standards, the STEVTA intends to acquire the services of professionally qualified accountants through an accountancy firm of good repute a staff secondment/outsourcing the services and work pertaining to operational activities of Finance Department of STEVTA.

STEVTA hereby invites bids from reputable accountancy firms for the subject purpose, under the terms and conditions specified in the bidding documents. Further details on the services are provided in the bidding document.

A firm will be selected under procedures described in this document, in accordance with the Sindh Public Procurement Regulatory Authority Rules 2010 from time to time.

We are enclosing herewith Bid Documents for completion and submission as detailed in this document.

Please inform us in writing at the above address, upon receipt.

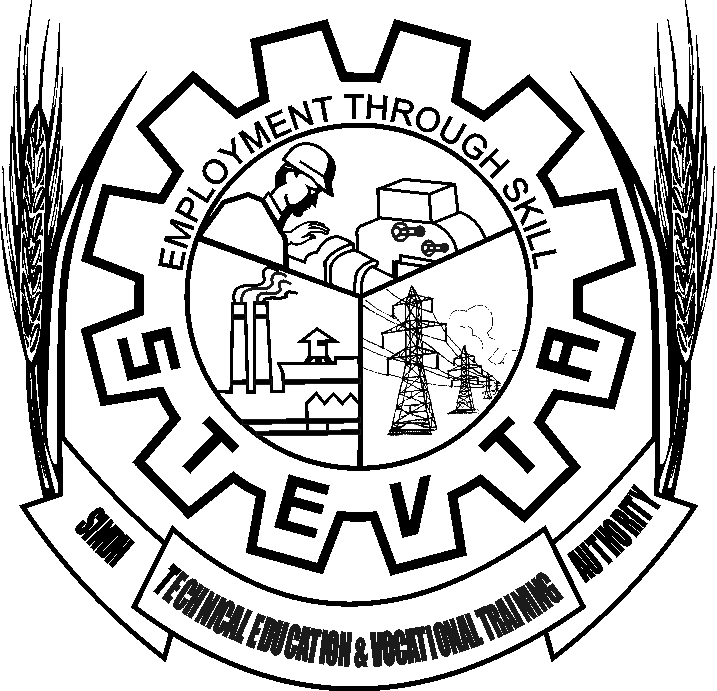
Yours sincerely,

**( A. Hafeez Abro )**

**Director Procurement**

**Part One- Section I**

**Instructions to Bidders**



**Finance Department**

**Sindh Technical Education & Vocational**

**Training Authority**

**A. Introduction**

Sindh Technical Education &Vocational Training Authority (STEVTA) has been established to streamline the Technical Education and Vocational Training (TEVT) in the province. Subsequently, the Government of Sindh vide Notification No. SO(C-IV)SGA&CD/4-5/2007, dated April 24th 2009, has transferred the administrative control of Technical Education and Vocational Training Colleges, Institutes, Schools and Centers working under Education, Labor and Social Welfare Departments and the District Governments along with all assets (moveable, immoveable) including human resources and their administrative offices to Sindh Technical Education & Vocational Training Authority (STEVTA). The institutes are located throughout the Province of Sindh.

1. **Purpose and Source of Funds**

1.1 The Procuring Agency (Sindh Technical Education & Vocational Training Authority (STEVTA)) is receiving annual grants from the source(s) indicated in the data sheet in Pak rupee towards the cost of operations of the STEVTA and it is intended that part of the proceeds of this grant will be applied to eligible payments under the contract for which these bidding documents are issued.

1.2 Payment from the grant shall be made in all respect subject to the terms and conditions of the agreement/contract.

1.3 The STEVTA intends to get maintain its books of accounts according to International Accounting Standards, through outsourcing this task to an accountancy firm.

**2. Eligible Bidders**

2.1 This Invitation for Bids is open to all reputable firms from eligible source as defined in the SPPRA Rules and technically eligible firms as specified in this Bidding Document except as provided hereinafter.

2.2 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency (STEVTA) to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not dependent agency of the Government of Sindh.

2.4 Bidders shall not be eligible to bid, if they are under ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with sub clause 34.1

**3. Scope of services**

3.1 The scope of professional services (herein referred to as "Services") to be performed by the Accountancy Firm underbid as described in the Technical Specification/ToRs.

**4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

**5. Content of Bidding Documents**

5.1 The bidding documents include:

1. Letter of Invitation
2. Instructions to Bidders (ITB)
3. General Conditions of Contract (GCC)
4. Invitation for Bid (IFB)
5. Bid Data Sheet
6. Special Conditions of Contract (SCC)
7. Schedule of Requirements and Technical Specifications/Terms of Reference (ToRs)
8. Offer letter
9. Authority letter
10. Bid security
11. Price Schedules
12. Bid Security Form
13. Sample Contract Form
14. General Information regarding Firm

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the ejection of its bid.

**6. Clarification of Bidding Documents**

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents within three calendar days, which it receives not later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

8.1 The bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**9. Documents Comprising the Bid**

9.1 The bid prepared by the Bidder shall comprise the following components:

1. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
2. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
3. Documentary evidence established in accordance with ITB Clause 14 that the services to be performed by the Bidder are eligible services and conform to the bidding documents; and
4. Bid security furnished in accordance with ITB Clause 15.

**10. Bid Forms**

10.1 The Bidder shall complete the Bid Forms and the appropriate Price Schedule furnished in the bidding documents.

**11. Bid Prices**

11.1 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

**12. Bid Currencies**

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents Establishing Bidder’s Eligibility and Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder’s eligibility to bid shall establish to the Procuring agency’s satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidders defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency’s satisfaction:

1. that the Bidder has the financial, technical, and production capability necessary to perform the contract;
2. that, in the case of a Bidder not doing business within the Procuring agency’s country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the service prescribed in the Conditions of Contract and/or Technical Specifications; and
3. That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents Establishing Services ‘Eligibility & Conformity to Bidding Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to provide under the contract.

14.2 The documentary evidence of services to be performed in conformity of the services to the bidding documents may be in the form of certificate duly signed and stamped to the effect that the firm shall perform all services as prescribed in this bid document.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak: Rupees and shall be in form as specified in forms.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In the case of a successful Bidder, if the Bidder fails:

(i) To sign the contract in accordance with ITB Clause32; **or**

(ii) To furnish performance security in accordance with ITB Clause 33.

**16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Datasheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing .The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will note neither required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or adperson or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidders awarded the contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL “and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring agency at the address given in Bid Data Sheet; and

(b) bear the contract name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by IT Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadlines extended.

**20. Late Bids**

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. By a signed confirmation copy, post marked no later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Procuring agency**

22.1 The Procuring agency will open all bids in the presence of bidders’ representatives that choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed& stamped, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the firm does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), performance security will be deemed to be material deviation. The Procuring agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsively the Bidder by correction of the nonconformity.

**25. Evaluation and Comparison of Bids**

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency’s evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid data sheet.

25.3 The Procuring agency’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11, the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause25.4:

(a) Incidental costs

(b) Delivery schedule offered in the bid;

(c) Deviations in payment schedule from that specified in the Special Conditions of Contract/bid data sheet;

(d) Other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) The bid price shall be inclusive of all incidental costs.

(b) *Delivery schedule.*

(i) the Procuring agency requires the services covered under this invitation are required to be delivered within an acceptable range of time specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive.

(c) *Deviation in payment schedule.*

(i) the SCC/Bid data sheet stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule will be treated as nonresponsive.

(d) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.* The relevant evaluation method is detailed in the Bid Data Sheet and/or in the Technical Specifications.

**26. Contacting the Procuring agency**

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder’s bid.

**F. Award of Contract**

**27. Post qualification**

27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

27.2 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will resulting rejection of the Bidder’s bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make similar determination of that Bidder’s capabilities to perform satisfactorily.

**28. Award Criteria**

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Procuring agency’s Right to Vary Quantities at Time of Award**

29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. Procuring agency’s Right to accept any Bid and to reject any oral Bids**

30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to

Inform the affected Bidder or bidders of the grounds for the Procuring agency’s action.

**31. Notification of Award**

31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable or electronic mail or to be received in person by an authorized representative, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

**32. Signing of Contract**

32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the procuring agency.

**33 Performance Securities**

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

**34. Corrupt or Fraudulent Practices**

34.1 The Government of Sind requires that Procuring agency’s (including beneficiaries of donor agencies’ loans), as well as Bidders/Firms/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009and Rules made there under:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means misrepresentation of facts in order to influence procurement process or the execution of contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission)designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring agency of the benefits of free and open competition;

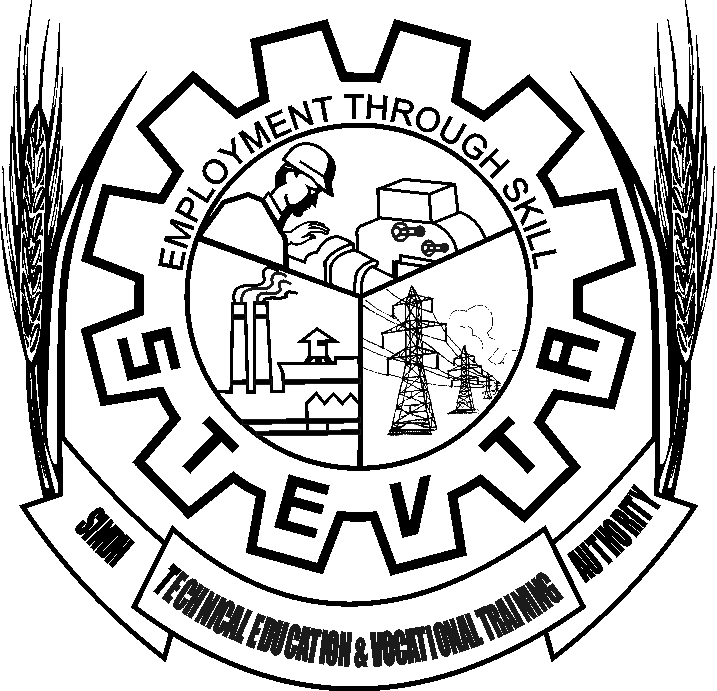
(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged incorrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

**Part One - Section II.**

**General Conditions of Contract (GCC)**



Finance Department

**Sind Technical Education & Vocational**

**Training Authority**

**General Conditions of Contract**

**1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring agency and the Firm, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the firm under the Contract for the full and proper performance of its contractual obligations.

(c) “The Services” means those services as prescribed in clause 3.

(e) “GCC” mean the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring agency” means the organization purchasing the Services, as named in SCC.

(h) “The Procuring agency’s country” is the country named in SCC.

(I) “The Firm” means the firm performing Services under this Contract.

(j) “The Site,” where applicable, means the place or places named in SCC.

(k) “Day” means calendar day.

(l) “Client” means procuring agency

**2. Application, Effectiveness of Contract, Commencement of Services and Expiration of Contract**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 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. The date the Contract comes into effect is defined as the Effective Date.

2.3 The Firm shall begin carrying out the Services immediately after effectiveness of contract.

2.4 Unless terminated earlier pursuant to Clause GCC 24, 26, 27 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**3. Country of Origin**

3.1 All Services provided under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

3.2 For purposes of this Clause, “origin” means the place where from which the Services are provided.

3.3 The origin of Services is distinct from the nationality of the Firm.

**4. Technical Specification**

4.1 The services provided under this Contract shall conform to the ToRs mentioned in the Technical Specifications.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The Firm shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Firm shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Firm’s performance under the Contract if so required by the Procuring agency.

5.4 The Firm shall permit the Procuring agency to inspect the Firm’s accounts and records relating to the performance of the Firm and to have them audited by auditors appointed by the procuring agency, if so required.

**6. Patent Rights**

6.1 The Firm shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, arising from use of the services or any part thereof in the Procuring agency’s country.

**7. Performance Security**

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Firm’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency’s country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) A pay order or demand draft

7.4 The performance security will be discharged by the Procuring agency and returned to the Firm not later than thirty (30) days following the date of completion of the Firm’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Assessments of Services Performed by Firm.**

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test those services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the firm in writing, in a timely manner, of the identity of any representatives retained for these purposes.

**9. Obligation of the Firm**

**9.1 Standard of Performance**

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate personnel, technology and safe and effective equipment, machinery, materials and methods. The Firm 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 Sub-Firms or third Parties.

**9.2 Conflict of Interests**

The Firm shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**9.2.1 Firms not to Benefit from Commissions, Discounts, etc.**

The payment of the Firm pursuant to Clause GCC 16 shall constitute the Firm’s only payment in connection with this Contract or the Services, and the Firm 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 Firm shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them similarly shall not receive any such additional payment.

**9.2.2 Prohibition of Conflicting Activities**

The Firm shall not engage, and shall cause their Personnel as well as their Sub-Firms 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.

**9.3 Insurance to be taken out by the Firm**

The Firm (a) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at their (or the Sub-Firms’, 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; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**9.4 Firm’s Actions Requiring Client’s Prior Approval**

The Firm shall obtain the Client’s prior approval in writing before taking any of the following actions:

(a) Assigning the task to such members of the Personnel not listed by name under the contract, and

(b) Any other action that may be specified in the SCC.

**9.5 Reporting Obligations**

(a) The Firm shall submit to the Client the reports and documents specified under the contract hereto, in the form, in the numbers and within the time periods set forth under the contract.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified under the contract.

**9.6 Documents Prepared by the Firm to be the Property of the Client**

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Firm under this Contract shall become and remain the property of the Client, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

**9.7 Obligation of procuring agency**

a) The procuring agency shall use its best efforts to provide the Firm such assistance and exemptions as specified under the contract.

b) 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 Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract if any shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 17 or as the case may be.

**10. Delivery and Documents**

10.1 Delivery of the services shall be made by the Firm in accordance with the terms specified in the Schedule of Requirements.

10.2 Documents to be submitted by the Firm are specified in SCC.

**11 Firm’s Personnel**

**11.1 Description of Personnel**

The Firm shall assign the work and provide such qualified and experienced Personnel and Sub-Firms as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Firm’s Key Personnel are described in SSC/contract.

**11.2 Removal and/or Replacement of personnel**

(a) Except as the procuring agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Firm shall provide as a replacement a person of equivalent or better qualifications.

(b) If the procuring agency 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 Firm 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.

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

(d) The Firm’s key personnel assigned the work shall be the personnel of the firm and shall not be treated as the personnel of the STEVTA.

**12. Transportation and Location**

12.1 The bidder is required under the Contact to deliver the required service to a specified place of destination within the Procuring agency’s country, shall be arranged by the firm, and related costs shall be included in the Contract Price.

12.2 The Services shall be performed at such locations as are specified in SCC/data sheet hereto and, where the location of a particular task is not so specified, at such locations or elsewhere, as the Client may approve.

12.3 In case if the firm’s personnel are required to travel outside the STEVTA Headquarters to any other office/institution of STEVTA, they shall be entitled for Traveling Allowance and Daily Allowance as per prevailing rates, applicable to the BPS-17 officers of STEVTA.

**13. Incidental Services**

13.1 The Firm may be required to provide any or the entire incidental services specified in SCC:

**14 Good Faith**

14.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**15. Warranty**

15.1 The firm warrants that the services performed under the Contract are in conformity with terms and conditions of the contract.

15.2 This warranty shall remain valid for the period specified in SCC after the services have been rendered to and accepted at the final destination indicated in the Contract.

15.3 The Procuring agency shall promptly notify the Firm in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Firm shall, within the period specified in SCC and with all reasonable speed, perform the required services without costs to the Procuring agency.

15.5 If the Firm, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Firm’s risk and expense and without prejudice to any other rights which the Procuring agency may have against the Firm under the Contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the Firm under this Contract shall be specified in SCC.

16.2 The Firm’s request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made on monthly basis promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Firm.

16.4 The currency of payment is Pak. Rupees.

**17. Contract Prices**

17.1 Prices charged by the Firm for Services performed under the Contract shall not vary from the prices quoted by the Firm in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency’s request for bid validity extension, as the case may be. The price payable in local currency is set-forth in SCC.

**18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Firm pursuant to GCC Clause 31, make changes within the general scope of the Contract.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**20. Assignment and Authorized Representative**

20.1 The Firm shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency’s prior written consent.

20.2 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 Firm may be taken or executed by the officials specified in the SCC.

**21. Subcontracts**

21.1 The Firm shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in original bid or later, shall not relieve the Firm from any liability/obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Firm’s Performance**

22.1 Delivery of the performance of Services shall be made by the Firm in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Firm or its subcontractor(s) should encounter conditions impeding timely delivery of the performance of Services, the Firm shall promptly notify the Procuring agency in writing of the fact of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the Firm’s notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Firm’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Firm fails to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24 Termination:**

**24.1 Termination by the Client for Default**

The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Firm, may terminate this Contract in whole or in part:

(a) If the Firm fails to perform any services prescribed under the contract within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

(b) If the Firm fails to perform any other obligation(s) under the Contract.

(c) If the Firm, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

*For the purpose of this clause:*

***“Corrupt practices”*** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

***“fraudulent practice”*** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(d) If, as the result of Force Majeure, the client is unable to continue the contract.

(e) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Firm shall be liable to the Procuring agency for any excess costs for such similar Services. However, the Firm shall continue performance of the Contract to the extent not terminated.

**24.3 By the Firm**

The Firm 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 following events.

(a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 28 hereof within thirty (30) days after receiving written notice from the Firm that such payment is overdue.

(b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 28 hereof.

**24.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 24.1 or GCC 24.3, the Client shall make the following payments to the Firm:

(a) Payment pursuant to Clause GCC 16 for Services satisfactorily performed prior to the effective date of termination;

(b) Payment shall not be made against any unsatisfactory performance of services by the Firm.

**25 Force Majeure**

**25.1 Definition**

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.

**25.2 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.

**25.3 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.

**26. Termination for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination for Convenience**

27.1 The Procuring agency, by written notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The services that are complete and ready for delivery within thirty (30) days after the Firm’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining services, the Procuring agency may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Firm an agreed amount for partially completed Services.

**28. Resolution of Disputes**

28.1 The Procuring agency and the Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Firm have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency’s country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable/electronic, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.

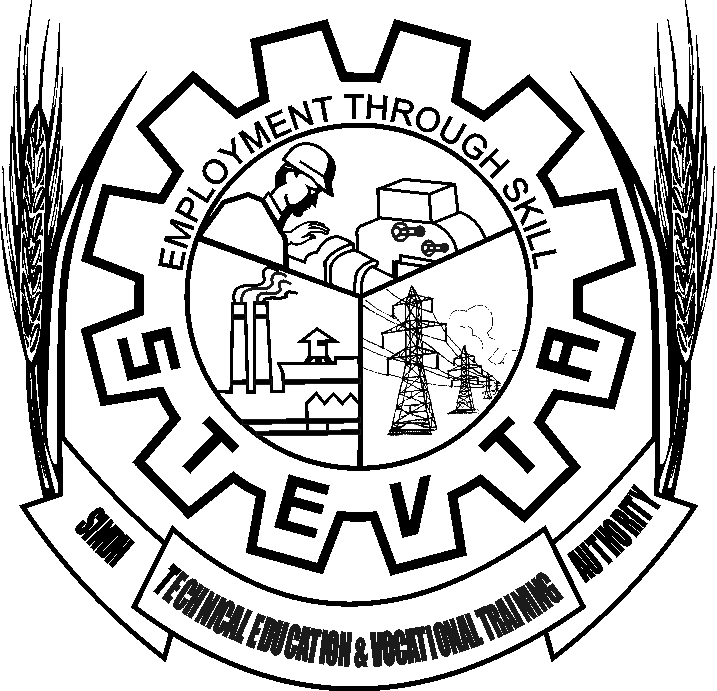
31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**32. Taxes and Duties**

32.1 The firm will be subject to all admissible taxes and duties unless exempted by relevant tax authority.

**Section-II**

**Bid Data Sheet**



Finance Department

**Sindh Technical Education & Vocational**

**Training Authority**

**Bid Data Sheet**

The following specific data for the Services to be procured shall complement, supplement, or amend the provision in the Instructions to Bidders (ITB).Whenever there is a conflict; the provisions herein shall prevail over those in ITB.

|  |  |  |
| --- | --- | --- |
| **1. INTRODUCTION** | | |
| 1 | Sources of Funds (ITB 1.1) | a) Government of Sindh  b) Ministry of Petroleum & Natural Resources, Government of Pakistan Islamabad.  c) National Vocational &Technical Education Commission  d) Others |
| 2 | Name of Procuring Agency of Goes (ITB 1.1) | Sindh Technical Education & Vocational Training Authority (STEVTA) |
| 3 | Name of Contract (ITB 1.1) | Staff Secondment/Outsourcing of Services of a Firm of Chartered Accountant for the Operational Activities of Finance Department (STEVTA). |
| 4 | Name of Purchaser. | Managing Director STEVTA |
| 5 | Purchaser' address,  Telephone & Fax #  (ITB 18.2 (a)) | ST-19, Near NIPA Choragi, Block-6, Gulshan-e-Iqbal, Karachi. Phone: 021-992144458 Fax: 021-99244118,  e-mail:[dir\_fin@steva.gos.pk](mailto:dir_fin@steva.gos.pk), [www.stevta.gos.pk](http://www.stevta.gos.pk) |
| 6 | Language of Bid (ITB 8.1) | **English** |

|  |  |  |
| --- | --- | --- |
| **2. BID PRICE AND CURRENCY** | | |
| 1 | Price Quoted shall be (ITB 11) | Delivered Duty Paid (DDP) |
| 2 | Bid Price shall be (ITB 11) | Fixed |
| 3 | Bid Currency(ITB 12) | Pak Rupees |

|  |  |  |
| --- | --- | --- |
| **3. PREPARATION & SUBMISSTION OF BID** | | |
| 1 | | Qualification requirement  (ITB 13.3 (d) | (To be filled by Firm) |
| 2 | | Bid Security. (ITB 15.1) | 2% of the Bid Price |
| 3 | | Performance Security (ITB 33) | As specified in SCC |
| 4 | | Bid Validity Period. (ITB 16.1) | 90 days. (Ninety days) |
| 5 | | Number of Copies.(ITB 17.1) | One (Original) |
| 6 | | Address for Bid Submission. (ITB 18.2 (a)) | ST-19, Near NIPA Chowrangi, Block-6, Gulshan-e-Iqbal, Karachi. Ph: 021-99244458, Fax: 021-99244118. |
| 7 | | IFB title and number. (ITB 18.2 (b)) | Staff Secondment/Outsourcing of Services of a Firm of Chartered Accountant for the Operational Activities of Finance Department (STEVTA).  (No. STEVTA/HQ/FIN/Outsourcing/05/2017) |
| 8 | | Deadline for Bid Submission  (ITB 19.1) | **25.10.2017** at **11:15** a.m. |
| 9 | | Time, Date and Place for Bid Opening( ITB 22.1) | ­­­­**­­25.10.2017** at **11:30 a.m.** at STEVTA HQ. |

|  |
| --- |
| **4. BID EVALUATION CRITERIA** |

The bid evaluation shall comprise of following criteria:

1. Technical Evaluation and
2. Financial Evaluation.
3. **Technical Evaluation**

The bids of the firms meeting the following parameters shall be called substantially responsive:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL EVALUATION CRITERIA** | | | | |
| **S#** | **Attributes** | **Yes/No** | **Decision Process** | **Reference document is at page #** |
| 1 | Firm Registration with Income Tax Department and Sindh Revenue Board  (Certificate to be enclosed) |  | If Yes then process for further evaluation, otherwise drop |  |
| 2 | Registration of membership of the firm with Institute of chartered accountants of Pakistan. Attach certificate. |  | If Yes then process for further evaluation, otherwise drop. |  |
| 3 | Satisfactory rating under the Quality Control Review programme of the Institute of Chartered Accountants of Pakistan. Attach certificate. |  | If Yes then process for further evaluation, otherwise drop. |  |
| 4 | Name of firm appearing in SBP’s Panel of Auditors (A or B Category only). Attach copy of latest SBP circular in this regard. |  | If Yes then process for further evaluation, otherwise drop. |  |
| 5 | Firm's standing in profession  (Minimum experience 5 years)  (Attach Certificate) |  | If Yes then process for further evaluation, otherwise drop |  |

**b) Financial Evaluation**

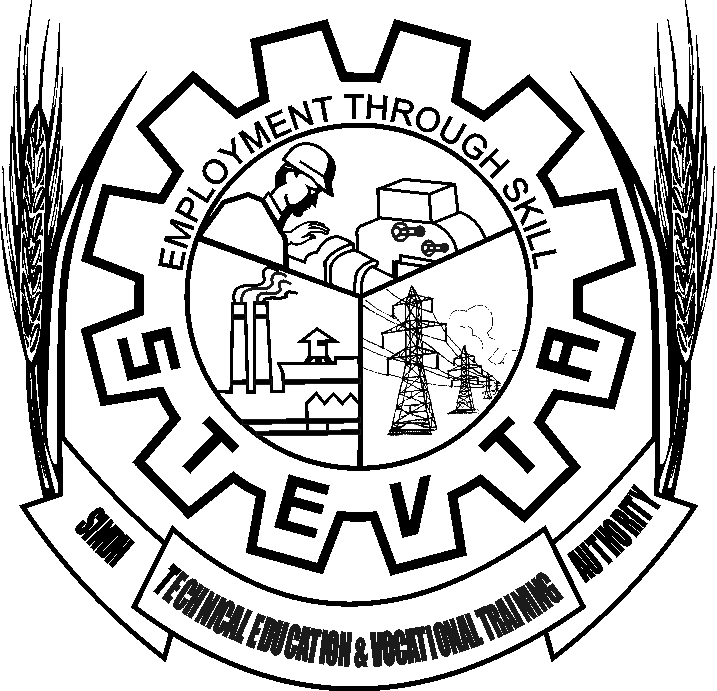
Firms who are substantially responsive shall be considered for financial evaluation. The bid of the firm having **lowest bid price** shall be called lowest evaluated bid.

|  |
| --- |
| **5. AWARD CRITERIA** |

Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid.

**Section-III**

**Special Conditions of Contract (SCC)**



Finance Department

**Sindh Technical Education & Vocational**

**Training Authority**

**Special Condition of the Contract**

**1. Definitions (GCC Clause 1)**

GCC 1.1 (g) The Procuring agency is: **Sindh Technical Education & Vocational Training Authority. (STEVTA)**

GCC 1.1 (h) The Procuring agency’s country is: **Pakistan.**

GCC 1.1 (I)—The Firm is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GCC 1.1 (j)—The Services Sites are: **STEVTA Headquarters,**

**ST-19, Block-6, Gulshan-e-Iqbal,**

**Karachi.**

**2. Country of Origin (GCC Clause 3)**

All countries and territories, “Eligibility for the Provisions of Services in Government-Financed Procurement”.

**3. Performance Security (GCC Clause 7)**

GCC 7.1 The amount of performance security, as a percentage of the Contract Price shall be **Five percent (5%)** of the bid price.

The performance security shall be returned after expiration of warranty period.

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.1 The procuring agency shall inspection and test the services performed by the firm at STEVTA Headquarters to check that services are performed in conformity with the contract for its satisfactory acceptance...

**5. Effective Date of Contract and Completion/Delivery period (GCC Clause 2)**

1. Effective date shall be the **date of signing the Contract.**
2. The date of commencement of services shall **be the date of signing the Contract.**
3. The period of contract shall be **Twelve (12) months** **(can be terminated on one month notice from either side).**

**6. Delivery and Documents (GCC Clause 10)**

GCC 10 Upon submission of the documents, the Firm shall notify the Procuring agency the full details of the staff engaged, shipment including Contract number, description of the services and quantity. The Firm shall mail the following documents to the Procuring agency:

(i) Periodical financial statements/reports/Ledgers/Schedules/returns etc.

(ii) Supported documents in relation to book keeping, maintenance of accounts.

(iii) Any other report as per requirement of the contract performance.

**7. Authorized representative are (GCC Clause 20.2)**

1. For the Client: **Director Finance STEVTA**
2. For the Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. Incidental Services (GCC Clause 13)**

GCC 13.1 The following Incidental services to be provided are:

(a) Performance or supervision of firm’s staff.

(b) Furnishing of necessary materials required for performing of services with no additional cost to the procuring agency.

**9. Insurance (GCC Clause 9.3)**

GCC 11.1 The Services provided under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the client after having been delivered, hence insurance coverage is firm’s responsibility. Since the Insurance is firm’s responsibility they may arrange appropriate overage (if deemed appropriate).

**10. Warranty (GCC Clause 15)**

GCC 15.2 In partial modification of the provisions, the warranty period shall be 3 (three) months from date of completion or acceptance of the services performed. The Firm shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Firm, these guarantees are not attained in whole or in part, the Firm shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the services performed or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,**or**

(b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages is prescribed in SCC.

GCC 15.4 & 15.5The period for correction of defects in the warranty period is: **one week.**

**11(a)Firm’s Key Personnel (Specialists) (GCC Clause 11)**

* The firm shall assign the tasks to a qualified accountant having at least three to five year experience.
* The firm shall neither change nor induct its key personnel without prior consent of the procuring agency.
* The credentials of each specialist shall be submitted to procuring agency and the work shall be assigned on the basis of examination of credentials and experience of the specialist/accountant made by the procuring agency.
* The working hours shall be 40 hours per week. The first day of week shall starts from Monday and end on Friday/Saturday as per completion of working hours per week.
* No any over time or out of pocket expenses shall be paid.
* The key personnel shall ensure the attendance and the payment shall be paid on the basis of key personnel’s attendance.
* The payment of absent days shall be deducted from the payment.
* The Firm shall assign the task with the prior consent of the procuring agency after having examined their CVs.

**11. Payment (GCC Clause 16)**

GCC 16— The payment of contract value as fixed will be made on **monthly basis for each specialist** subject to satisfactory performance of services. Satisfactory Performance Certificate shall be issued by the Director Finance STEVTA on monthly basis. Any absent days of the specialist shall be deducted from the contract price for that specialist. The STEVTA will not pay any advance to the selected firm under any circumstances.

Bill/Invoice for rendered services will be submitted to the Finance Department (STEVTA) along with a certificate indicating that the services have been rendered during respective period/months as per contract.

The total payment due to the Firm shall not exceed the Contract Price which is in all inclusive fixed lump-sum covering all taxes and costs required to carry out the Services described in Contract.

**12. Prices/Fees (GCC Clause 17)**

Contract Prices/Fee shall be fixed and shall be in accordance to the price schedule Form.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: **0.5% of contract price per week.**

Maximum deduction:**10% of the contract price**

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28 The dispute resolution mechanism to be applied pursuant to GCC Clause28 shall be as follows:

**In the case of a dispute between the Procuring agency and the Firm, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.**

**15. Governing Language (GCC Clause 29)**

GCC 29 The Governing Language shall be as **“English”.**

**16**. **Applicable Law (GCC Clause 30)**

GCC 30.1 The Contract shall be interpreted in accordance with the **applicable laws of Islamic Republic of Pakistan.**

**17. Notices (GCC Clause 31)**

GCC 31.1—The procuring agency’s address for notice purposes:

**ST-19, Near NIPA Chowrangi, Block-6, Gulshan-e-Iqbal, Karachi. Phone: 021-99244112-7 Fax: 021-99244118**

Firm’s address for notice purposes:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**18. SPPRA Rules**

In addition to all conditions laid down in this document, it shall also be governed by Sindh Public Procurement Rules 2010 (amended 2013).

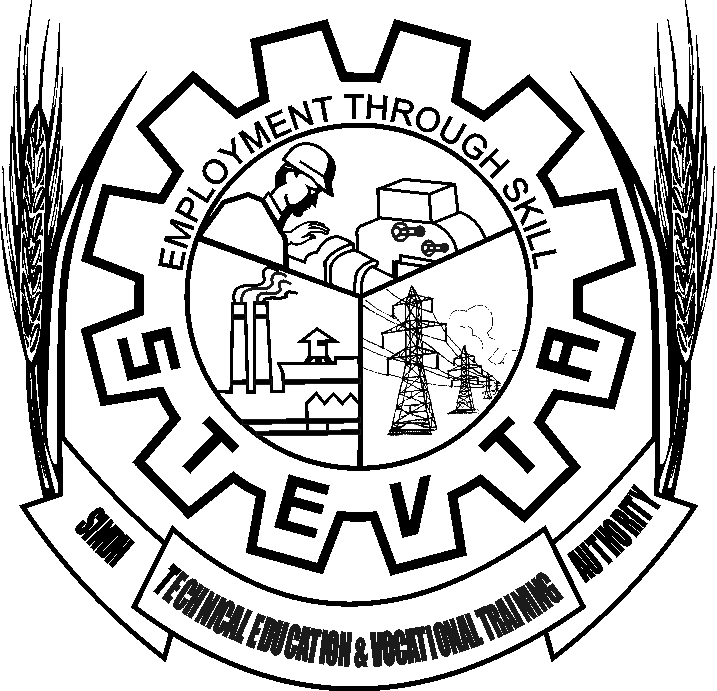
**Section-IV**

**Term of References (ToRs)**

**for Staff Secondment/Outsourcing the Services of a Firm of Chartered Accountant for Operational Activities of Finance Department of STEVTA**

**Technical Specification/**

**Schedule of Requirement**



Finance Department

**Sindh Technical Education & Vocational**

**Training Authority**

# Terms of References (ToRs) for the Staff Secondment/Outsourcing the Services of a Firm of Chartered Accountant for Operational Activities of Finance Department of STEVTA.

1.1 **Brief Background**: Sindh Technical and Vocational Training Authority (the Authority), a public sector entity was established by the Government of Sindh through an enactment known as ‘The STEVTA Act 2009. The main objectives of STEVTA are to streamline technical and vocational training in the Province of Sindh by improving the management of the existing institutions and foster development. The Authority is governed by the Board of Governors comprising of public and private sectors nominees.

The Technical Education and Vocational Training (TEVT) institutions have now been brought under one umbrella of the Authority which was previously under the Education & Literacy Department, Labour Department and Social Welfare Department of the Government of Sindh. The Authority is responsible for the management of its 260 institutions across the Province and offers different courses ranging from certification to diplomas through these institutes.

1.2 **Cost Centers:** There are at present various ‘Cost Centers’ comprising of all of field offices/institutes/colleges including STEVTA Head Quarter. These cost centers are known as Drawing & Disbursing Officers (DDO) Accounts, responsible for proper maintenance and reporting of accounts in accordance with the rules prescribed by the Government of Sindh.

1.3 **Sources of funding:** There is a fund known as STEVTA Fund. All receipts of the Authority from any source whatsoever including annual grants from the Government are credited to the fund. STEVTA has major source of funding through Grants from the Government of Sindh in the shape of annual current (operational expenditure) and development expenditure budget. Funds are also received through technical collaboration with donor agencies under MoU projects. The Funds are allocated according to each cost centers. Each Drawing and Disbursing Officer incurs expenditure as per rules prescribed by Government of Sindh and according to the budget allocated to them.

1.4 **Accounts of STEVTA**: Each DDO (Cost Center) is responsible for the proper maintenance and keeping of their respective accounts of receipts and expenditures in accordance with the Rules and Procedures prescribed by the Government. The accounts of DDOs are consolidated at the Head Quarter for submission to the Board and to the Government of Sindh.

1.5 **Need for the Staff Secondment:** Financial reporting involves the communication of economic information about an entity by management to interested users. A common medium for the communication is the provision of financial statements being audited by external auditors to the users. Section 13 (3) of the STEVTA Act 2009 requires that the annual accounts of STEVTA shall be annually audited by a firm of Chartered Accountants approved by the Board and the report of the Chartered Accountants along with the audited accounts shall be presented to the Board and to the Government of Sindh.

Owing to shortage of staff in Finance Department STEVTA, the accounts of STEVTA could not be prepared and consolidated for placing the accounts to external chartered accountant firm for audit purposes. Therefore it is decided to outsource the firm of chartered accountant firm for Staff Secondment to look after the day to day accounts activity and to prepare and consolidate the accounts of STEVTA.

1.6 **Period for the Outsourcing of Staff:** The period for staff secondment shall be one year extendable subject to satisfactory performance.

**2. Scope of Work:** The staff shall be deputed by the firm as staff secondment shall be for all cost centers. The scope of work defined hereunder is neither exhaustive nor limited to the extent what has been defined. The firm may devise additional areas for the work if they deem appropriate. The scope for the work however should at a minimum include the following:

***The Staff required and their scope of work are as under:***

# i)Accounts Specialist

***All matters relating to:***

1. Daily recording of receipts and payments
2. Accounting for petty cash expenses
3. Maintenance of General Ledger
4. Maintenance of Trail Balance
5. Preparation of journal vouchers for necessary adjustments
6. Preparation of Cash Books.
7. Maintenance of accounting record of depreciation.
8. Accounting of Current Assets
9. Accounting of Fixed Assets
10. Accounting of Liabilities
11. Accounting of Receipts
12. Accounting of Capital Expenditures
13. Accounting of Revenue Expenditures
14. Accounting of Employee’s Benefits Plans (Provident Fund, Benevolent Fund, Insurance, Pension/Gratuity, leave etc.)
15. Preparation of financial statements viz. Receipts and Expenditure Statement, Balance Sheet Statement, Funds Flow Statement etc.
16. Posting and Closing of Accounts
17. Maintenance of various accounts registers.
18. Ensure timely deposit of withholding taxes deducted against supplies/services and salaries.
19. E-filing of monthly/yearly Tax Statements.
20. Submission of monthly/quarterly/annual statements to tax authorities concerned.
21. All correspondence related to Income Tax department
22. Issuance of tax certificates to the parties concerned.
23. Reconciliation of Accounts with A.G. Sindh, Treasures, NBP and SBP.
24. Maintaining Accounts of all Assignment Accounts and their reconciliation.
25. Bank Reconciliation
26. Coordination with Banks
27. Maintenance of investment record.
28. To maintain the cheque book and securities record.
29. To ensure safe custody of cheque books and financial instruments.
30. Submit reconciled statements along with vouchers/accounts to AG as required under the rules on or before 8th of each month.
31. Submit progress report to Director Finance for onward submission to worthy Managing Director.
32. To facilitate Audit of the Accounts audited by chartered Accountant Firm, DG Audit Sindh, and Internal Audit
33. Submission of Statutory Returns (Financial Statements, Taxes etc.)
34. Bank Accounts Operations
35. To submit Periodic Reports and Returns

# Finance Specialist

***All matters relating to:***

1. Proceeds with regard to Non Development Grants
2. Proceeds with regard to Development Grants
3. Proceeds with regard to Other Provincial Grants
4. Proceeds with regard to Other Federal Grants
5. Proceeds with regard to Projects
6. Fees Receipts from Institutes and Colleges
7. Tender Fees Receipts
8. Other Fees
9. Proceeds from Miscellaneous Receipts
10. Receipts from Loans
11. Loans and Advances to Financial and Non-Financial Institutions, Investment (All Related Matters including budgeting)
12. Recoveries of Loans and Advances from Financial and Non-Financial Institutions including Dividend and Investment Receipts.
13. Releases of Funds to Subsidiary Accounting Entities
14. Public Accounts (Receipts/Disbursements)
15. Cash Balances with all the Banks.
16. Budgeting of Loans and Advances to Government Servants.
17. Loans and Advances to Government Servants
18. Recoveries of Loans and Advances to Government Servants.
19. Maintenance of Imprest Accounts
20. Investment and re-investment of funds.
21. Retirement/encashment of invested funds as and when required
22. Collection arrangements
23. Inter entity receipts and grants
24. Cash Management
25. Reconciliation of Bank Accounts

***All Matters relating to:-***

1. Establishment of Pension fund, GP Fund, Benevolent & Group Insurance Fund, Endowment Fund etc.
2. Preparation and maintenance of Rules, Policies and procedures relating to above funds.
3. Deductions of contributions relating to above funds.
4. Preparation and Maintenance of accounts of above funds.
5. Management and Investment of above funds.
6. Prepare the accounts of each investments
7. Prepare the statements, registers, General Ledger and related accounts for each fund.
8. Prepare statement for each subscriber account.
9. Other related matters as and when assigned.

# Budget& Expenditure Specialist

***All matters relating to Budget:***

1. Maintenance of Budget Accounts
2. Maintenance of Sanction Orders
3. Project Budgeting
4. Development Budgeting
5. Non Development Budgeting
6. Budgeting of Grants and its maintenance
7. Budgeting of all Receipts and Resources
8. Opening of Funds.
9. Budget Manual and General Instructions relating to Budget and Expenditure.
10. Budget Forecast.
11. Compilation of Supplementary Statement of Expenditure.
12. Budget Coordination, Finalization and Printing of Budget Documents,
13. Authentication of Audit Copies within Budget including lump sum provision.
14. Issuance of Budget Call Circular
15. Receiving of Budget Proposals from all Department
16. Conducting of Budget Meetings for Policy Decisions
17. Preparation of Budget
18. Communication of Budget
19. Releases of Budget to subsidiary Accounting Entities
20. Maintenance of Budget Accounts with regard to Budget Vs Actual and Encumbrances
21. Preparation of budget estimates.
22. Consolidation of Budget Estimates of STEVTA.
23. To submit budget statements to Director (Finance) for onward submission to Managing Director for submission to Board of Governors of STEVTA.
24. Maintenance of appropriations and re-appropriations of accounts.
25. To coordinate with Regional offices STEVTA for the issues relating to budget.
26. Budget control and extraordinary deviations.
27. Budget enfacement of vouchers.
28. Review and Maintenance of Budget Register
29. Quarterly Progress Report Income and Out go
30. Quarterly Comparison of percentage of receipts and expenditures with budget estimates
31. Preparation of revised budget
32. Preparation of excess and surrenders
33. Submission of excess and surrenders reports to Finance Department, Government of Sindh

***All Matters relating to Expenditures:-***

1. Payment of Utility Expenditures (Electricity, Gas & Water)
2. Payment of Travelling Expenditures
3. Payments of Repair & Maintenances Expenditures
4. Payments of Petrol, Oil & Lubricants Expenditures
5. Payments of Occupancy Costs
6. Payments of Research, Surveys and feasibilities expenditures
7. Payments of Legal Fees
8. Payments of Communications
9. Payments of Consultancy & Contractual Works
10. Payments of Travel & Transportation
11. Payments of General Operating Expenditures
12. Payments of Employee Benefits
13. Payments of grants
14. Payments of Transfers
15. Payments of Financial Assistance to the Families of Employees who expired during services
16. Payments of Loan and Advances
17. Payments of Works and Services related Expenditures
18. Payments of Services related expenditures
19. Payments of Purchase of Acquiring all Physical and non-physical related expenditures

***All Matters relating to Payroll and Its Payment:-***

1. To prepare payment vouchers and cheques for payment of salaries of STEVTA staff
2. Disbursement of salaries to banks and coordination with banks.
3. To reconcile salary payment with banks.
4. Computation, deduction and deposit of GP Fund, Insurance and Benevolent Fund
5. Reconciliation of salary with the individual bank accounts of each employee
6. Feedback from each employee with regards to salary payments
7. Re-imbursement of Medical Charges
8. Investigation of Claim
9. Account and Audit of STEVTA.
10. Department Accounts Committee
11. Draft para / PAC Matters.
12. Inter STEVTA, Provincial and Federal Finance Committees Meeting.
13. To coordinate with DG Audit Sindh and Chartered Accountant Firm for conducting the annual audit of the STEVTA Funds after closing of each financial year.
14. To coordinate with DG audit Sindh for holding of DAC/PAC meetings.
15. To coordinate with CA firm for issuance of audit report.
16. Staff Training

**3. Firms Responsibilities and Deliverables.**

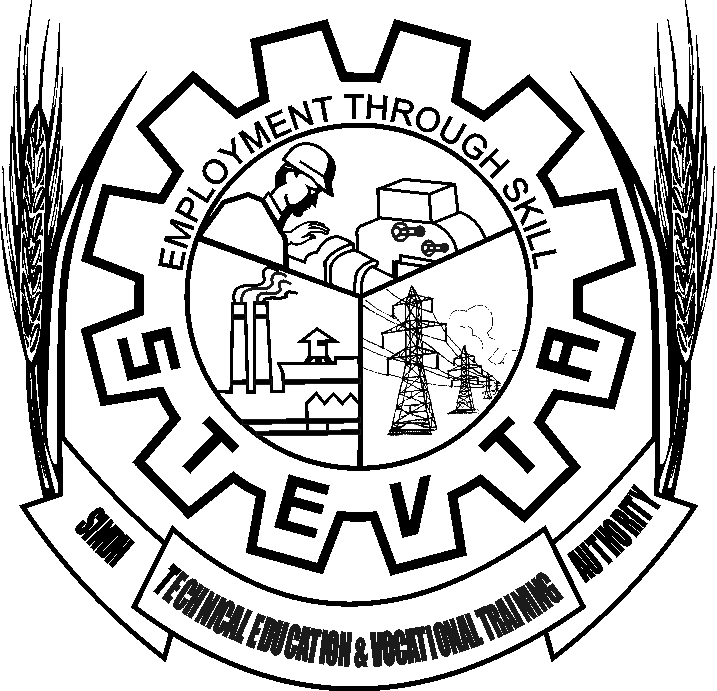
1. The firm shall undertake the responsibilities for deliverables for all above assignments and scope of work.
2. The firm shall look after and supervise the working of each specialist/Key personnel and provide guidance/advice to STEVTA and each specialist for their related work.
3. The firm shall prepare all documents, statements, schedules, registers etc. as required for above assignments and scope of work.
4. The firm shall prepare all accounting ledgers, register, books of accounts, schedules/statements etc.
5. The firm shall prepare the consolidated financial statements and notes to the statement for the audit purpose at end of financial year.
6. The firm shall prepare fixed assets register as prescribed under the standards.
7. The firm shall prepare the employee benefit accounts (Provident fund, Insurance, Pension/gratuity, Benevolent Fund, leave etc.)
8. Prepare all accounts, books, schedules, statements etc. as needed by the auditors for last seven years within one month and get the accounts audited by auditors appointed by the STEVTA.
9. Submit the Annual/monthly Tax Returns of the STEVTA.
10. The firm shall submit all accounts as per standards or prescribed by the STEVTA/Government.
11. Attend the statuary meetings for guidance and advice.
12. Any other matter as and when assigned by the procuring agency.

**4. Consideration of Laws and Regulations**

While performing accounting services, the team shall ensure compliance of all relevant laws and regulations including Income Tax and Sales Tax laws which may materially affect the accounts and financial statements or exposes the organization to financial loss.

**Section-V**

**FORMS**



Finance Department

**Sindh Technical Education & Vocational**

**Training Authority**

**Offer Letter**

IFB No:

Date:

*The Managing Director*

*Sindh Technical Education & Vocational Training Authority H.Q*

*ST-19, Block-6, Gulshan-e-Iqbal*

*Karachi.*

**Ref SECONDMENT OF STAFF/ OUTSOURCING THE SERVICES OF A FIRM OF CHARTERED ACCOUNTANT FOR OPERATIONAL ACTIVITIES OF FINANCE DEPARTMETN (STEVTA)**

Having examined the bidding document including Addenda’s, ToRs etc., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to participate in the subject bidding in conformity with the said bidding documents for the sum as mentioned in the schedule of price/Financial Proposal.

We undertake, if our Bid is accepted, to perform our services in accordance with the Delivery Schedule.

If our Bid is accepted, we will submit pay order or demand draft in a sum equivalent to5% percent of the Contract Price for the due performance of the Contract.

We agree to abide by this Bid for a period of 90days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid together with your written Acceptance thereof and your notification of award, shall constitute a binding Contract Between us.

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.

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**AUTHORITY LETTER**

The Director (Finance)

STEVTA, Karachi.

**Ref: Secondment of Staff/Outsourcing the Services of a Firm of Chartered Accountant for Operational Activities of Finance Department (STEVTA).**

We certify that NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is/are our authorized Representative. We have authorized them to submit offer on your behalf

Authorized Signature with seal

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bid Security Form**

**WHEREAS M/s**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the ***“Bidder”*** has submitted its bid, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Secondment of Staff/ Outsourcing the Services of a Firm of Chartered Accountant for Operational Activities of Finance Department (STEVTA)accounts under Tender No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “***Bid”.***

**KNOW ALL MEN** by these presents that I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having our registered office (s) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby submit Bid Security of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for the aforesaid Bid in the shape of Pay Order/Demand Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank in favor of the **Sindh Technical Education & Vocational Training Authority (STEVTA) H.Q Karachi**, hereinafter called ***“Purchaser”.***

Authorized Signature with seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Price Schedule

[*Location, Date*]

We, the undersigned, offer to provide the services for Secondment of Staff/ Outsourcing the Services of a Firm of Chartered Accountant for Operational Activities of Finance Department (STEVTA) in accordance with your bidding documents dated [*Insert Date*]. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9 of the Data Sheet. The lump sum professional fee for a period of twelve months (one year) is as under:

|  |  |  |
| --- | --- | --- |
| **Description** | **Charges for**  **01 month** | **Charges for**  **12 months** |
| **PROFESSIONAL FEE:** |  |  |
| * 1. Accounts Specialist |  |  |
| * 1. Financial Specialist |  |  |
| * 1. Budget & Expenditure Specialist |  |  |
| ***Grand Total :-*** |  |  |

Authorized Signature with seal [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**SAMPLE CONTRACT FOR SERVICES**

**CONTRACT**

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

WHEREAS, the Client wishes to have the Firm perform the services hereinafter referred to, and

WHEREAS, the Firm is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |  |
| --- | --- | --- |
| **1. Services** | **(i)** The Firm shall perform the services specified in "Terms of Reference” and other conditions mentioned in bidding document" which is made an integral part of this Contract ("the Services").  **(ii)** The Firm shall provide the personnel listed in SSC and bidding document "Firm's Personnel," to perform the Services.  **(iii)** The Firm shall submit to the Client the reports in the form and within the time periods specified in the delivery schedule. | |
| **2. Term** | The Firm shall perform the Services during the period commencing [*insert starting 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, the Client shall pay the Firm an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Firm's costs and profits as well as any tax obligation that may be imposed on the Firm.  **B. Schedule of Payments**  The payment of Professional Fees as fixed will be made on monthly basis subject to satisfactory performance of assigned job.  **C. Payment Conditions**  Payment shall be made in Pak Rupee, not later than 30 days following submission of Bill/Invoice for Professional Fees to the Finance Department (STEVTA) along with a certificate indicating that the work has been done partly, as per agreed terms and conditions. | |
|  | **A.   Coordinators**  The Client designates Mr. Muhammad Yousif Balouch, Director (Finance) as Client's Coordinator. The Coordinator will be responsible for the coordination of activities under this Contract. Acceptance and approval of the reports and of other will be done by Managing Director.  **B. Reports**  The report(s) shall be submitted periodically in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3. | |
| **5. Performance Standards** | The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.  The Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. | |
| **6. Confidentiality** | The Firms shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. | |
| **7. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Firm for the Client under the Contract shall belong to and remain the property of the Client.  The Firm may retain a copy of such documents and software. | |
| **8. Firm Not to be Engaged in Certain Activities** | The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, 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. | |
| **9. Insurance** | The Firm will be responsible for taking out any appropriate insurance coverage. | |
| **10. Assignment** | The Firm shall not assign this Contract or sub-contract any portion of it to a 3rd party under any circumstances. | |
| **11. Law Governing Contract & Language** | The Contract shall be governed by the laws of Government of Sindh, and the language of the Contract shall be English. | |
| **12.Dispute Resolution**[4](http://web.worldbank.org/WBSITE/EXTERNAL/PROJECTS/PROCUREMENT/0,,contentMDK:20062135~menuPK:98360~pagePK:84269~piPK:84286~theSitePK:84266,00.html#4) | Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Arbitration applicable at time of arising of such a dispute. | |
| FOR THE CLIENT | | | FOR THE FIRM | |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

#### general information of firm and Experience

#### 

**A –Accountancy Firm**

[*Provide here a brief description of the background, organization set up of your firm/entity and each associate for this assignment.*]

1. COMPLETE NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. REGISTERED ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Legal status of the Firm:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Date of incorporation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Experience of the Firm (# of years) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Name of the Chief Executive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Organizational Chart (to be enclosed)

9. Contact Person(s)/Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DECLARATION**

I/We hereby certify that

1. The information provided above is to the best of my/our knowledge and belief, true and correct in all particulars.
2. There is no litigation pending against the firm or its Directors.
3. I/We shall furnish all information as required by STEVTA in connection with this assignment.
4. All information provided by STEVTA in the course of the assignment shall be kept strictly confidential.
5. STEVTA or its nominees may at any time inspect/verify our assets, book of accounts etc. in any premises of firm.
6. This is to certify that none of the Chartered Accountants or the Firm who are going to be appointed with this work, have any interest in the business of the STEVTA and have no relative working in the STEVTA. Further they have not been associated with Audit of Accounts of STEVTA and involved in financial dealings of the STEVTA.
7. I/We understand and accept that STEVTA has a right to reject our application without assigning any reason therefore.
8. We here by undertake and firmly bound ourselves to abide by/comply all sections of this bidding document.

(Signature with Seal)

Name of the Authorized Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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