

Request for Proposal (RFP)

for

EXTERNAL AUDIT OF FINANCIAL STATEMENTS OF PKLI & RC



Pakistan Kidney and Liver Institute & Research Center

December 2020



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| Lump-Sum Contract (with GCC and SCC) | |
| (to be signed with the Consultancy Company firm, which has been recommended for award of contract). | |

**Invitation to Bid
For
SERVICES OF EXTERNAL AUDITOR FOR PKLI & RC HOSPITAL**

Ref: - Pro/081/2020

Sealed Bids are invited from well reputed Firms / Sole Proprietor / companies having NTN & STRN with active status for “**Services of external auditor for PKLI & RC hospital**”

Interested eligible bidders may get the Bidding Documents from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of www.ppra.punjab.gov.pk and www.pkli.org.pk.

For participation, original receipt of deposit fee Rs. 1,000/- (non-refundable) under Account head “**Pakistan kidney and liver institute and research center**” Faisal bank saving Account No:**3032307900077862** to be submitted with Technical Proposal.

The **Single Stage Two Envelope** bidding procedure shall be applied. Bids must be delivered to the address below at or before **0300 Hours, December 24, 2020**. Late bids shall be rejected. The bids shall be opened on the same date at **0330 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security **PKR 85,000/- @ 5% of estimated cost** in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center. Original bid security to be attached with the Financial proposal, without this, the offer shall be rejected being non-responsive. Whereas photocopy of CDR/Demand Draft/Pay Order must be attached with the technical bid.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids. A pre-bid meeting will be held on December 16, 2020 in conference room, PKLI at 0300 Hours.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

Note: All assessments and procuring procedure i.e. receiving, opening, awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

Head of Procurement

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PART I

Section 1. Instructions to Consultancy Companies(IIC)

A. General Provisions

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| 1. Definitions | <p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultancy Company.</p> <p>(b) “Applicable Rules” means the Punjab Procurement Rules 2014 (amended up to March 2017)) governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.</p> <p>(d) “Client” means the procuring agency that signs the Contract for the Services with the selected Consultancy Company.</p> <p>(e) “Consultancy Company” means a legally-established professional company or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f) “Contract” means a legally binding written agreement signed between the Client and the Consultancy Company and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g) “Data Sheet” means an integral part of the Instructions to Consultancy Companies(IIC) Section 2 that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the IIC.</p> <p>(h) “Day” means a calendar day.</p> <p>(i) “Government” means the Government of the Punjab.</p> <p>(j) “IIC” (this Section 2 of the RFP) means the Instructions to Consultancy Company that provides the shortlisted Consultancy Company with all information needed to prepare their Proposals.</p> |
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| | <p>(k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Company.</p> <p>(l) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultancy Company.</p> <p>(m) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Company’s.</p> <p>(n) “Services” means the work to be performed by the Company pursuant to the Contract.</p> <p>(o) “TORs” (this Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the e Company, and expected results and deliverables of the assignment.</p> |
| <p>2. Introduction</p> | <p>2.1 The Client named in the Data Sheet intends to select a Consultancy Company from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultancy Company are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consultancy Company services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultancy Company.</p> <p>2.3 The Consultancy Companies should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultancy Company’s expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultancy Company, the inputs, relevant project data, and reports required for the preparation of the Consultancy Company’s Proposal as specified in the Data Sheet.</p> |
| <p>3. Conflict of Interest</p> | <p>3.1 The Consultancy Company is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting</p> |

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| | <p>without any consideration for future work.</p> <p>3.2 The Consultancy Company has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultancy Company or the termination of its Contract and/or sanctions by the Procuring Agency.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultancy Company shall not be hired under the circumstances set forth below:</p> |
| <p>a. Conflicting activities</p> | <p>(i) <u>Conflict between Consultancy Company activities and procurement of goods, works or non-Consultancy Company services</u>: Consultancy Company that has been engaged by the Client to provide non-Consultancy Company services for a project, or any of its Affiliates, shall be disqualified from providing services resulting from or directly related to those non-Consultancy Company services. Conversely, Consultancy Company hired to provide services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-Consultancy Company services resulting from or directly related to the services.</p> |
| <p>b. Conflicting assignments</p> | <p>(ii) <u>Conflict among Consultancy Company assignments</u>: a Consultancy Company or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultancy Company for the same or for another Client.</p> |
| <p>c. Conflicting relationships</p> | <p>(iii) <u>Relationship with the Client's staff</u>: a Consultancy Company (including its Experts and Sub-Consultancy Companys) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency the selection process and the execution of the Contract.</p> |

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| <p>4. Unfair Competitive Advantage</p> | <p>4.1 Fairness and transparency in the selection process require that the Consultancy Company's or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultancy Companies together with this RFP all information that would in that respect give such Consultancy Company any unfair competitive advantage over competing consultancy Companies.</p> |
| <p>5. Corrupt and Fraudulent Practices</p> | <p>5.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract; (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation; (iii) "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person; (v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or |



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| | <p>from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.</p> <p>(b) The Client will reject a proposal for award if it determines that the Consultancy Company recommended for award or any of its personnel, or its agents, or its sub-Consultancy Company’s, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) The Client will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;</p> <p>(d) The Client will sanction a Consultancy Company at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultancy Company ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated¹ sub-Consultancy Company, supplier, or service provider of an otherwise eligible Consultancy Company being awarded a Government-financed contract.</p> <p>5.2 In further pursuance, Consultancy Company shall permit and shall cause its agents, Experts, Sub-Consultancy Company’s, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.</p> |
| <p>6. Eligibility</p> | <p>6.1 The Procuring Agency permits Consultancy Company , including Joint Ventures and their individual members to offer services.</p> <p>6.2 Furthermore, it is the Consultancy Company’s responsibility to ensure that its Experts, joint venture members, Sub-Consultancy Companys, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Applicable</p> |

¹ A nominated sub-Company, supplier, or service provider is one which has been either (i) included by the firm in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical

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| | <p>Rules.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> |
| a. Sanctions | <p>6.3.1 A Consultancy Company sanctioned by the Government in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Companies is available at the electronic address specified in the Data Sheet.</p> |
| b. Prohibitions | <p>6.3.2 Consultancy Companies and individuals of a country may be ineligible if so indicated in Section 5 (Eligibility).</p> |
| c. Government-owned Enterprises | <p>6.3.3 Government-owned enterprises or institutions shall be eligible if they (i) are legally and financially autonomous, and (ii) operate under commercial law.</p> |
| d. Restrictions for public employees | <p>6.3.4 Government officials and civil servants of the are not eligible to be included as Experts in the Consultancy Company's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultancy Company's Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p> |

| B. Preparation of Proposals | |
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| 7. General Considerations | 7.1 In preparing the Proposal, the Consultancy Company is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultancy Company shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultancy Company . |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Company and the Client, shall be written in the language(s) specified in the Data Sheet . |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultancy Company shall include a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultancy Company shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p> |
| 11. Only One Proposal | 11.1 The Consultancy Company shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultancy Company , including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. |
| 12. Proposal Validity | <p>12.1 The Data Sheet indicates the period during which the Consultancy Company's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultancy Company shall maintain its original Proposal without any change, including the</p> |

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| | proposed rates and the total price. |
| a. Extension of Validity Period | <p>12.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultancy Companies who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.4 If the Consultancy Company agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.5 The Consultancy Company has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p> |
| b. Substitution of Key Experts at Validity Extension | <p>12.6 If any of the Key Experts become unavailable for the extended validity period, the Consultancy Company shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.7 If the Consultancy Company fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p> <p style="text-align: center;">NOT APPLICABLE</p> |
| c. Sub-Contracting | 12.8 The Consultancy Company shall not subcontract the Services. |
| 13. Clarification and Amendment of RFP | <p>13.1 The Consultancy Company may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultancy Companies. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission</p> |

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| | <p>deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultancy Companies and will be binding on them. The shortlisted Consultancy Companies shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultancy Companies reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultancy Company may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| <p>14. Preparation of Proposals – Specific Considerations</p> | <p>14.1 While preparing the Proposal, the Consultancy Company must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultancy Company considers that it may enhance its expertise for the assignment by associating with other Consultancy Companies in the form of a Joint Venture, it may do so with either if permitted in the Data Sheet. In all such cases a shortlisted Consultancy Company must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted Consultancy Companies in the form of a joint venture, the shortlisted Consultancy Company shall be a lead member. If shortlisted Consultancy Companies associate with each other, any of them can be a lead member.</p> |
| <p>15. Technical Proposal Format and Content</p> | <p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultancy Company is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p> |
| <p>16. Financial</p> | <p>16.1 The Financial Proposal shall be prepared using the</p> |

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| Proposal | Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the Consultancy indicated in the Data Sheet . |
| a. Price Adjustment | 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for local inflation for remuneration rates applies if so stated in the Data Sheet . |
| b. Taxes | 16.3 The Consultancy Company are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . |
| c. Currency of Proposal | 16.4 The Consultancy Company may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency. |
| d. Currency of Payment | 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
| C. Submission, Opening and Evaluation | |
| 17. Submission, Sealing, and Marking of Proposals | <p>17.1 The Consultancy Company shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultancy Company has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultancy Company shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies</p> |

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| | <p>is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Consultancy Company, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultancy Company, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultancy Company’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p> |
| <p>18. Confidentiality</p> | <p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultancy Company should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultancy Company’s who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> |

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| | <p>182 Any attempt by shortlisted Consultancy Company's or anyone on behalf of the Consultancy Company to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government's sanctions procedures.</p> <p>183 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultancy Company wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> |
| 19. Opening of Technical Proposals | <p>191 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultancy Company' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>192 At the opening of the Technical Proposals the following shall be read out: (i) the name the Consultancy Company, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p> |
| 20. Proposals Evaluation | <p>201 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>202 The Consultancy Company is not permitted to alter or modify its Proposal in any way after the proposal submission deadline if do so then the security submitted by consultancy company is forfeited as a penalty as well as the procuring agency may blacklist the consultancy company. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> |
| 21. Evaluation of Technical Proposals | <p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation</p> |

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| | <p>criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| <p>22. Financial Proposals for QBS</p> | <p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultancy Company is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultancy Company is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> |
| <p>23. Public Opening of Financial Proposals (for QCBS and LCS methods)</p> | <p>23.1 After the technical evaluation is completed, the Client shall notify those Consultancy Companies whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultancy Company's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultancy Companies that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultancy Companies sufficient time to make arrangements for attending the opening. The Consultancy Company's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultancy Company's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultancy Companies whose proposals have passed the minimum technical score. At the opening, the names of the Consultancy Companies, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultancy Companies who submitted Proposals.</p> |

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| <p>24. Correction of Errors</p> | <p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> |
| <p>a. Time-Based Contracts</p> | <p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p> |
| <p>b. Lump-Sum Contracts</p> | <p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultancy Company is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p> |
| <p>25. Taxes</p> | <p>25.1 The Client's evaluation of the Consultancy Company's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.</p> |
| <p>26. Conversion to Single Currency</p> | <p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p> |

| | |
|--|--|
| | |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality- and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultancy Company achieving the highest combined technical and financial score will be invited for negotiations. |
| b. Least-Cost Selection | 27.2 In the case of Least-Cost Selection (LCS), the Client will select the Consultancy Company with the lowest evaluated total price among those Consultancy Companies that achieved the minimum technical score, and invite such Consultancy Company to negotiate the Contract. |
| c. Quality Based Selection | 27.3 In the case of Quality Based Selection (QBS), the Client will select the Consultancy Company that submitted the highest-ranked Technical Proposal and invite such Consultancy Company to negotiate the Contract. |
| D. Negotiations and Award | |
| 28. Negotiations | <p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultancy Company's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultancy Company.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultancy Company's authorized representative.</p> |
| a. Availability of Key Experts | 28.3 The invited Consultancy Company shall confirm the terms and conditions required by the Client and included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the IIC. Failure to confirm may result in the rejection of the Consultancy Company's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultancy Company. |

| | |
|--|---|
| <p>b. Technical negotiations</p> | <p>28.4 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> |
| <p>c. Financial negotiations</p> | <p>28.5 The negotiations include the clarification of the Consultancy Company’s tax liability and how it should be reflected in the Contract.</p> <p>28.6 In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.</p> <p>The format for (i) providing information on rates in the case of Quality Based Selection; and (ii) clarifying rates’ structure under Clause 28.7 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p> |
| <p>29. Conclusion of Negotiations</p> | <p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultancy Company’s authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultancy Company in writing of all pending issues and disagreements and provide a final opportunity to the Consultancy Company to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultancy Company of the reasons for doing so. After, the Client will invite the next-ranked Consultancy Company to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultancy Company, the Client shall not reopen the earlier negotiations.</p> |
| <p>30. Award of Contract</p> | <p>30.1 After completing the negotiations, the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultancy Companies.</p> <p>30.2 The Consultancy Company is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> |

Section 2. Instructions to Consultancy Company (ITC)

E. Data Sheet

| A. General | |
|------------------------------------|---|
| ITC Clause Reference | |
| 2.1 | <p>Name of the Client: Pakistan Kidney & Liver Institute and Research Center (PKLI & RC)</p> <p>Method of Selection: <i>LCS (Least Cost Selection Method)</i> <u>Single Stage Two Envelope</u></p> |
| 2.2 | <p>The name of the assignment is: Services of External Auditor for PKLI & RC.</p> <p>Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope.</p> |
| 2.3 | A pre-bid meeting will be held on December 16, 2020 in conference room, PKLI at 03:00PM Hours. |
| 2.4 | The Client will provide TORs to facilitate the preparation of the Proposals . |
| | <ol style="list-style-type: none"> 1. All Bids must be accompanied by a Bid Security of PKR 85,000/- (5% of the estimated cost) in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center with the Financial Bid, without this, the offer shall be rejected being non-responsive. 2. The winning company should submit the Performance Security of PKR 5% of Contract Amount in the form of Bank Guarantee. |
| 6.3.1 | A list of debarred/blacklisted Consultancy Company's is available at PPRA's website: www.ppra.punjab.gov.pk |
| B. Preparation of Proposals | |
| 9.1 | This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language. |

10.1

The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.

TECHNICAL PROPOSAL:

PKLI invites sealed bids from financially sound firms /organizations (to be called as Consultancy Companies hereinafter) registered with sales tax department, having National Tax Number (NTN) with Status = Active for provision of Consultancy Services. Following are the mandatory points;

The firm cleared from initial screening will be evaluated as per following Qualification and Evaluation criteria:

1. The Bidder Shall be affiliated with one of the global audit firm,
2. The Bidder shall have satisfactory QCR rating of ICAP.
3. Number of partners in the firm within Pakistan.
4. Number of ICAP qualified Chartered Accountant employed by the firm in Pakistan. (including partner).
5. Number of Audit Staff.
6. Experience of Govt. / Semi Govt. Organization Audits services
7. Number of offices in Pakistan.
8. Experience of engagement partner
9. Financial Strength

Minimum score for competing in the next stage is **75 %**. The Financial Proposal of only that Audit Firm will be opened which secured **75% or more** in the Technical Evaluation.

| 1. | Number of Partners | Total Marks | Range of partners | Marks |
|----|--|-------------|--|-------|
| | 15 marks for 7 partners and additional 1 mark for each additional partner, maximum marks 20. (List of partners to be attached) | 20 | 10 | 15 |
| | | | Additional each partner, maximum 10 additional marks | 05 |
| 2. | Number of Qualified Chartered Accountant employed by the firm in Pakistan (including partners) | Total Marks | Range of Staff | Marks |
| | 7 marks for 20 qualified and additional 1 mark for | 15 | 20 | 7 |
| | | | Additional 1 | 8 |

| | | | | |
|--|--|---------------------------------|---|--------------|
| | additional 2 qualified person, maximum marks 15. (List to be attached) | Section 1. Instructions mark 05 | mark 02 | Company |
| 3. | Number of Audit Staff | Total Marks | Range of Staff | Marks |
| | | | 75 | 5 |
| | 5 marks for 75 staff and additional 1 mark for additional 15 staff members, maximum 10 marks (list of staff Attached) | 10 | Additional 1 mark for 10 additional staff members, maximum 5 additional marks | 5 |
| 4 | Number of offices in Pakistan | Total Marks | No. of Offices | Marks |
| | | | 3 | 5 |
| | At least 3 office in pakistan | | 4 & above | 5 |
| 5 | Govt. / Semi Govt. Experience | Total Marks | No. of organization | Marks |
| | | | 05 | 10 |
| | Experience of 05 Govt./Semi Govt. Organization Audit services will earn 10 marks and additional each assignment will earn 2 marks, maximum 20 marks (list of client audited) | 20 | Additional each assignment will earn 2 marks, maximum 10 additional marks. | 10 |
| 6 | Years of experience of Engagement Partner | Total Marks | Experience years | Marks |
| | | | 10 | 5 |
| | 5 marks for 10 years and additional 1 year will fetch 1 mark each, maximum marks 10. | 10 | Additional 1-year experience will get 1 mark, maximum 5 additional mark | 5 |
| 7 | Financial Strength | Total Marks | Revenue | Marks |
| | | | Up to 50 Million | 5 |
| | | | 50-100 Million | 10 |
| | Revenue (latest audit account/ income tax return) | 15 | Above 100 Million | 15 |
| Grand Total = 100 marks Qualifying marks = 75 marks | | | | |
| The Bids not meeting the aforesaid qualification requirements shall be rejected. | | | | |

| | |
|-------------|--|
| | <p><u>1. SCOPE OF WORK</u></p> <p>To conduct statutory audit of Pakistan Kidney and Liver Institute and Research Center for the year ending December 31, 2019 as per the scope defined in the PKLI & RC Act and Regulations and as per the International Standard on Auditing (ISA) and/ or other standards/ regulations as applicable in Pakistan.</p> <p>The overall scope of the audit is as follows:</p> <ol style="list-style-type: none"> i. The auditor will conduct the annual audit for the year 2020 covering the three segments of PKLI & RC. ii. The appointed audit firm shall conduct the audit in accordance with International Standards on Auditing and other applicable regulations and standards applicable in Pakistan. iii. Auditor will also identify the areas if any for improvement of internal controls and will communicate it through Management Letter. iv. Total staff strength of PKLI & RC is currently 1300. v. Auditor's report will be required to be submitted within three months after the appointment of external auditor. <p><u>FINANCIAL PROPOSAL:</u></p> <p>Prices quoted shall remain valid for a period of 120 days from the closing date of proposal.</p> <ul style="list-style-type: none"> • All prices must be quoted in Pak Rupees and should include any Taxes applicable, such as GST, Income Tax, etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. Any subsequent change in tax regime would be adjusted accordingly <p>TERM OF CONTRACT</p> <p>The contract period will be of 1 year extendable up to 3 years upon satisfactory performance of consultancy company subject to the approval of Board of Governors of the Institute.</p> |
| 11.1 | Participation of JV or Sub-Consultancy Company's is NOT permissible. |

| | |
|---------------|--|
| 12.1 | Section 1. Instructions to Consultancy Company Proposals must remain valid for 120 days . |
| 13.1 | <p>Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is:</p> <p style="text-align: center;">Pakistan Kidney and Liver Institute & Research Center 1-PKLI Avenue, DHA Phase 6, Adjacent to Lahore Knowledge Park, Lahore Email: procurement@pkli.org.pk</p> <p>Applicants are also required to state in their proposals the name, title, phone numbers, fax numbers and e-mail of their authorized representative through whom all communications shall be directed until the process has completed or terminated.</p> <p>PKLI may reject all proposals at any time prior to the acceptance of a proposal under Rule 35 of the Punjab Procurement Rules, 2014. The procuring agency shall incur no liability, solely by Virtue of its invoking towards the bidders.</p> |
| 14.1.1 | Shortlisted Consultancy Company shall NOT associate with other Shortlisted or Non-shortlisted Consultancy Company(s) at RFP stage . |
| 15.2 | Submission of the Technical Proposal in a wrong format may lead to the |

| | |
|--|--|
| | Proposal being deemed non-responsive to the RFP requirements. |
| 16.1 | <p><u>Interested Companies are required to quote a bid price inclusive of all federal and provincial taxes and levies as applicable in the country. The bid price should be a lump sum figure spelled out in PKR terms.</u></p> <p>In Lump-Sum contract assignment, the following information to be provided shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultancy Company for possible additional services requested by the Client. A Consultancy Company shall quote a LUMP SUM Price.</p> |
| 16.2 | Price adjustment is NOT applicable. |
| 16.3 | Information on the Consultancy Company's tax obligations can be found at: www.fbr.gov.pk and www.pra.punjab.gov.pk/ |
| 16.4 | The Consultancy Company's will be paid in Pakistani Rupee (PKR) . |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultancy Company's shall NOT have the option of submitting their Proposals electronically . |
| 17.4 | The Consultancy Company must submit: <ul style="list-style-type: none"> (a) Technical Proposal: one (1) original, and one (1) copy (b) Financial Proposal: one (1) original |
| 17.7 and 17.9 | <p>The Proposals must be submitted no later than:</p> <p>Proposals must be delivered to the address below at or before 12:00PM Hours on March 12, 2020. Late proposals shall be rejected. The proposals shall be opened on the same day at 03:00PM Hours in the presence of the Bidders' representatives who choose to attend at the address.</p> <p>The Proposal submission address is: Pakistan Kidney and Liver Institute & Research Center 1-PKLI Avenue, DHA Phase 6, Adjacent to Lahore Knowledge Park, Lahore Email: procurement@pkli.org.pk</p> |

| | |
|-------------|---|
| 19.1 | The opening shall take place at: Section 1. Instructions to Consultancy Company Date: same as the submission deadline indicated in 17.7. Time: immediately after the time for the submission deadline stated in 17.7 |
|-------------|---|

| | |
|----------------------------------|--|
| | No online option of the opening of the Technical Proposals is offered. |
| 19.2 | The following information will be read aloud at the opening of the Technical Proposal: The names of Consultancy Company's, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes. |
| 21.1 | The Least Cost Selection Method (LCS) will be applied. |
| 23.1 | No online option of the opening of the Financial Proposals is offered |
| 25.1 | Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by Income Tax Ordinance, as enforced. |
| 27.1 (LCS) | Least Cost Selection Method. |
| D. Negotiations and Award | |
| 28.1 | Expected date and address for Contract Negotiations: After submission of Performance Guarantee by lowest evaluated bidder. Address: Pakistan Kidney & Liver Institute and Research Center |
| 30.1 | The publication of the contract award information will be published online: www.ppra.punjab.gov.pk |
| 30.2 | Expected date for the commencement of the Services: Services will be commenced with the intimation of account department after contract signing. |

Section 3. Technical Proposal

{Notes to Consultancy Company shown in brackets { } throughout Section 3 provide guidance to the Consultancy Company to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

The firms are required to include following information in their proposal, as a minimum:

- a) Assignment's understanding and objectives
- b) Relevant credentials and references of similar assignments
- c) Be responsive to all Proposal Evaluation Criteria
- d) Firm's Profile

CHECKLIST OF REQUIRED DOCUMENTS

| DESCRIPTION | YES/NO |
|--|--------|
| Technical Proposal Submission Form | |
| RFP Purchase Request and Fee | |
| Bid Security as per RFP | |
| Technical and Financial Proposal properly sealed | |

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultancy Company who signs the Proposal.

**TECHNICAL PROPOSAL
(FORM -1)**

PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Company services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:]* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery.]
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract.

-
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultancy Company (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

TERMS OF REFERENCE / SCOPE OF WORK

SCOPE OF WORK

To conduct statutory audit of Pakistan Kidney and Liver Institute and Research Center for the year ending December 31, 2019 as per the scope defined in the PKLI & RC Act and Regulations and as per the International Standard on Auditing (ISA) and/ or other standards/ regulations as applicable in Pakistan.

The overall scope of the audit is as follows:

1. The auditor will conduct the annual audit for the year 2020 covering the PKLI & RC.
2. The appointed audit firm shall conduct the audit in accordance with International Standards on Auditing and other applicable regulations and standards applicable in Pakistan.
3. Auditor will also identify the areas if any for improvement of internal controls and will communicate it through Management Letter.
4. Total staff strength of PKLI & RC is currently 1300.
5. Auditor's report will be required to be submitted within three months of the appointments of the external auditor.

Section 4. Financial Proposal

{*Notes to Consultancy Company* shown in brackets { } provide guidance to the *Consultancy Company* to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted. }

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Form-1 Financial Proposal Submission Form (**FOR LUMP SUMP CONTRACTS
ONLY FORM-1 SHALL BE PROVIDED**)

FORM F-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the Consultancy for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form F-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Consultancy Company, in which case the power of attorney to sign on behalf of all members shall be attached}

PART II - DRAFT CONTRACT

Section 7. Lump-Sum Contract (with GCC and SCC)

DRAFT CONTRACT

**FOR EXTERNAL AUDIT OF FINANCIAL
STATEMENTS OF PKLI & RC FOR THE
FINANCIAL YEAR ENDED 31ST
DECEMBER 2019”**

Lump-Sum Contract

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultancy Company, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over- write or otherwise contradict, the General Conditions.

FOR EXTERNAL AUDIT OF FINACIAL STATEMENTS OF PKLI & RC

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultancy Company]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the “Contract”) is made on the ____ day of the month of _____, 2021.

BETWEEN

Board of Director through the Dean, PKLI (hereinafter referred to as the “**Client**” which expression shall include the successors, legal representatives and permitted assigns) of the First Part.

AND

The Consultancy Company (name) acting through (*name/designation - having the power of attorney to sign on behalf of the Consultancy Company*) liable to the Client for all the Consultancy Company’s obligations under this Contract, (hereinafter referred to as the “**Consultancy Company**” which expression shall include the successors, legal representatives and permitted assigns) of the Second Part.

“Client” and “**Consultancy Company**” shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

WHEREAS

- (a) the Client has requested the **Consultancy Company** to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the **Consultancy Company**, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Payment

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the **Consultancy Company** shall be as set forth in the Contract, in particular:
 - (a) the **Consultancy Company** shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the **Consultancy Company** in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Authorized Representative of the Client – (name/designation)
for and on behalf of the Client (name)

Authorized Representative of the **Consultancy Company** – (name/designation)
for and on behalf of the Consultancy Company (name)

WITNESSES:

1. _____

2. _____

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Rules” means Punjab Procurement Rules 2014 (amended Nov, 2017).
- (b) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- (c) “Client” means the Procuring Agency that signs the Contract for the Services with the Selected **Consultancy Company**.
- (d) “**Consultancy Company**” means a legally-established professional Company or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the **Consultancy Company** and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” means these General Conditions of Contract.
- (j) “Government” means the government of the Punjab.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “Local Currency” means Pak rupee (PKR).
- (m) “Party” means the Client or the Consultancy Company, as the

case may be, and “Parties” means both of them.

- (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (o) “Services” means the work to be performed by the **Consultancy Company** pursuant to this Contract, as described in **Appendix A hereto**.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the **Consultancy Company**. The Consultancy Company, subject to this Contract, has complete charge of the Experts and Sub-Consultancy Company’s, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultancy Company is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultancy Company’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from

the Client.

**9. Authorized
Representatives**

9.1. 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 Consultancy Company may be taken or executed by the officials specified in the SCC.

**10. Corrupt and
Fraudulent
Practices**

10.1. (a) For the purpose of this provision, the terms set forth below are defined as follows:

**a. Fraud and
Corruption**

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

(b) The Client will reject a proposal for award if it determines that

the **Consultancy Company** recommended for award or any of its personnel, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (c) The Client will declare mis procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
- (d) The Client will sanction a **Consultancy Company** at any time, in accordance with prevailing sanctions procedures, including by publicly declaring or service provider of an otherwise eligible **Consultancy Company** being awarded a Government-financed contract.
- (e) In further pursuance, **Consultancy Company** shall permit and shall cause its agents, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

b. Commissions and Fees

10.2. The Client requires the **Consultancy Company** to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the **Consultancy Company** instructing the **Consultancy Company** to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

13. Commencement of Services

13.1. The **Consultancy Company** shall confirm the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the

Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure**a. Definition**

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Consultancy Companies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

176. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

177. 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.

178. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy Company, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultancy Company shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultancy Company shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

179. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultancy Company, suspend all payments to the Consultancy Company hereunder if the Consultancy Company fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultancy Company to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultancy Company of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the

occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days' written notice of termination to the Consultancy Company in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the **Consultancy Company** fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the **Consultancy Company** becomes (or, if the Consultancy Company consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the **Consultancy Company** fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the **Consultancy Company** is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

19.1.2. Furthermore, if the Client determines that the **Consultancy Company** has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultancy Company, terminate the **Consultancy Company's** employment under the Contract.

b. By the Consultancy Company

19.1.3. The **Consultancy Company** may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the **Consultancy Company** pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within

forty-five (45) calendar days after receiving written notice from the **Consultancy Company** that such payment is overdue.

- (b) If, as the result of Force Majeure, the **Consultancy Company** is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clause GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultancy Company's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultancy Company shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy Company and equipment and materials furnished by the Client, the Consultancy Company shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment Upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the payment to the Consultancy Company for Services satisfactorily performed prior to the effective date of termination.

C. OBLIGATIONS OF THE CONSULTANCY COMPANY

20. General

a. Standard of Performance

20.1 The Consultancy Company shall perform the Services and carry out the Services 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 technology and safe and effective equipment, machinery, materials and methods. The Consultancy Company shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

202. The Consultancy Company shall employ and provide such qualified and experienced Experts and Sub-Consultancy Companies as are required to carry out the Services.

203. The Consultancy Company may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultancy Companies as may be approved in advance by the Client. Notwithstanding such approval, the Consultancy Company shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

204. The Consultancy Company shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultancy Companies, comply with the Applicable Law.

205. Throughout the execution of the Contract, the Consultancy Company shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

206. The Client shall notify the Consultancy Company in writing of relevant local customs, and the Consultancy Company shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1. The Consultancy Company 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.

**a. Consultancy
Company Not
to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultancy Company pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultancy Company's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultancy Company shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy Company shall use its best efforts to ensure that any Sub-Consultancy Companies, as well as the Experts and agents of either of them, similarly

shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultancy Company, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultancy Company shall comply with the Applicable Rules, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultancy Company in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultancy Company and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultancy Company agrees that, during the term of this Contract and after its termination, the Consultancy Company and any entity affiliated with the Consultancy Company, as well as any Sub-Consultancy Company's and any entity affiliated with such Sub-Consultancy Company's, shall be disqualified from providing goods, works or non-Consultancy Company services resulting from or directly related to the Consultancy Company's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultancy Company shall not engage and shall cause its Experts as well as its Sub-Consultancy Company's not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultancy Company has an obligation and shall ensure that its Experts and Sub-Consultancy Company's shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultancy Company or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultancy Company and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy Company and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultancy Company

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultancy Company's liability under this Contract shall be provided by the Applicable Law.

- 24. Consultancy to be Taken out by the Consultancy Company**
- 24.1 The Consultancy Company (i) shall take out and maintain, and shall cause any Sub-Consultancy Company's to take out and maintain, at its (or the Sub-Consultancy Company's', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) 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 therefore have been paid. The Consultancy Company shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultancy Company shall keep and shall make all reasonable efforts to cause its Sub-Consultancy Company's to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultancy Company shall permit and shall cause its Sub-Consultancy Company's to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultancy Company's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under prevailing debarment / blacklisting procedures of Punjab Procurement Rules 2014 (amended Nov, 2017).
- 26. Reporting Obligations**
- 26.1 The Consultancy Company shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultancy Company for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultancy Company shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultancy Company may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written

approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultancy Company and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultancy Company shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultancy Company by the Client or purchased by the Consultancy Company wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy Company shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultancy Company, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultancy Company or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultancy Company or the Experts concerned, as applicable.

D. CONSULTANCY COMPANY'S EXPERTS AND SUB-CONSULTANCY COMPANY'S

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultancy Company's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultancy Company's written request and due to circumstances outside the reasonable control of the Consultancy Company, including but not limited to death or medical incapacity. In such case, the Consultancy Company shall forthwith provide as a replacement, a person of equivalent or better qualifications and

experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-Consultancy Company's

31.1 If the Client finds that any of the Experts or Sub-Consultancy Company has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultancy Company's Expert and Sub-Consultancy Company have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultancy Company shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultancy Company's is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultancy Company to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-Consultancy Company's shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultancy Company shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultancy Company with obtaining work permits and such other documents as shall be necessary to enable the Consultancy Company to perform the Services.
- (b) Assist the Consultancy Company with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the

Services.

- (d) Assist the Consultancy Company and the Experts and any Sub-Consultancy Company's employed by the Consultancy Company for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultancy Company, any Sub-Consultancy Company's and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultancy Company any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultancy Company shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultancy Company and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultancy Company or any Sub-Consultancy Company's or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultancy Company in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy Company under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultancy Company and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultancy Company free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultancy Company's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultancy Company. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy Company that is consistent with the position occupied by such member, the Consultancy Company may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultancy Company under this Contract, the Client shall make such payments to the Consultancy Company for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANCY COMPANY**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultancy Company, Sub-Consultancy Company's and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultancy Company or are paid by the Client on behalf of the Consultancy Company.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made on annual basis against deliverables specified in **Appendix A**. The payments

will be made according to the payment schedule stated in the **SCC**.

41.2.1 *The Lump-Sum Total Payments.* The Client shall pay the Consultancy Company within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultancy Company within the same thirty (30) days period. The Consultancy Company shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultancy Company on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------------------|--|
| 1.1(b) and 3.1 | The Contract shall be construed in accordance with the laws of Islamic Republic of Pakistan. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | <p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>E-mail: _____</p> <p>Consultancy Company: _____</p> <p>Attention: _____</p> <p>E-mail: _____</p> |
| 8.1 | <p><i>[If the Consultancy Company consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultancy Company is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p style="text-align: center;"><i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>Email: _____</p> <p>For the Consultancy Company: _____ <i>[name, title]</i></p> <p>Email: _____</p> |
| 11.1 | Effective date: Date of signing of the Agreement |
| 13.1 | Commencement of Services: <u>The number of days shall be seven (07) days.</u> |
| 14.1 | Expiration of Contract: The time period under this agreement shall be one |

| | |
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| | year after signing of the Contract Agreement, unless extended mutually, by signing an amendment to the Contract Agreement. |
| 21 b. | The Client reserves the right to determine whether the Consultancy Company should be disqualified from providing goods, works or non-Consultancy Company services due to a conflict of a nature described in Clause GCC 21.1.3 |
| 23.1 | <p>“Limitation of the Consultancy Company’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultancy Company or on the part of any person or a firm acting on behalf of the Consultancy Company in carrying out the Services, the Consultancy Company, with respect to damage caused by the Consultancy Company to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultancy Company’s liability, if any, for damage to Third Parties caused by the Consultancy Company or any person or firm acting on behalf of the Consultancy Company in carrying out the Services; (ii) be construed as providing the Consultancy Company with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country”. |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p style="text-align: center;">NOT REQUIRED UNDER THIS AGREEMENT</p> |
| 27.2 | The Consultancy Company shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. |

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| 38.1 | <p>The Contract price is: PKR_____inclusive of all applicable taxes.</p> <p>The amount of such taxes is_____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultancy Company in Form-2 of the Consultancy Company's Financial Proposal.</p> |
| 41.2 | <p>The payment schedule:</p> <p>Total sum shall not exceed the Contract price set up in SCC38.1. Payment will be made as detailed in GCC 41.2</p> |
| 41.2.4 | <p>The account is: [Consultancy Company to insert account].</p> |
| 42.1 | <p>The interest rate is: 1%+KIBOR</p> |
| 45.1 | <p>Arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration Act of 1940 as in force on the date of this Contract.</p> |
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultancy Company during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultancy Company will be made; Client's input, including counterpart personnel assigned by the Client.]

APPENDIX B – CURRICULUM VITAE (CV)

The consultancy company shall submit the detailed CV of key experts.

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form-3 and Form-4] of the Consultancy Company’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form-3 and Form-4] at the negotiations or state that none has been made.]

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form-3 of the RFP “Consultancy Company’s’ Representations regarding Costs and Charges” submitted by the Consultancy Company to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultancy Company’s, or (ii) if there are no further payments to be made by the Client to the Consultancy Company’s, the Consultancy Company’s shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.