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**AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN  
AND HERITAGE, SINDH**



**REQUEST FOR PROPOSAL(RFP)**

**FOR**

**HIRING OF AUDIT FIRM**

**FOR THE YEAR 2023-24**

**RFP/AUS/PC/2024/26**

## ABTRACT

The “Aror University of Art, Architecture, Design and Heritage, Sindh” is a public sector university dedicated to imparting quality education in the fields of Art, Architecture, Design, and Heritage. In order to ensure transparency and accountability in its financial operations, Aror University Sukkur seeks to hire an Audit Firm with extensive experience and qualifications. The university invites reputable and well-established auditing firms, with a minimum of 10 years of experience in auditing public sector organizations and registered with the relevant professional bodies, to submit their Expression of Interest (EOI) and participate in the hiring process. Interested firms are requested to submit their proposals as per the requirements outlined in the Request for Proposal (RFP) documents.

### **Scope of work**

Hiring of Audit Firm (Audit of Annual Financial Statements 2023-24) of Aror University Sukkur, along with Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 (amended from time to time) for the year 2023-24.

All the segments and sections of these documents completely follow the policies and instructions of "**Sindh Public Procurement Rules, 2010 - (Amendment from time to time)** to ensure accuracy, impartiality and transparency in procurement process.

The Bidding Procedure will be conducted through **National Competitive Bidding** using **Quality and Cost Based Selection method** as specified under Rules-15(2)(b) &72(3) of SPP Rules, 2010, and is open to all the eligible Consultants. The Contract will be awarded to the **Most Advantageous Bidder** attaining the highest combined weighted technical and financial score according to the criteria outlined in the RFP Document.

The Bid containing technical and financial proposals, sealed together, with all requisite documents must be delivered in a sealed envelope with marking on it title Hiring of Audit Firm (Audit of Annual Financial Statements 2023-24) of Aror University Sukkur, along with Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 (amended from time to time) for the year 2023-24 on or before the bid submission date and time concerned address. Any Bid received late due to any reason whatsoever will be rejected. The bids (technical and financial proposals) will be opened publicly in the presence of bidders designated representatives on the bid opening date and time at the Conference hall at Aror University Sukkur.

The document describes in detail the scope of the work, Work Plan, Methodology and Understanding of Assignment and other various aspects of the above mentioned funds in the coming sections of the RFP.

### **For clarification / information relating to any aspect of this documents please contact to:**

Director Finance  
Aror University of Art, Architecture, Design and Heritage, Sindh  
Phone # 071- 5651900 Ext. 231

## Section I – Letter of Invitation (Request for Proposal)

### Chartered Accountant Firm to Conduct Annual External Audit of Financial Statements & Review of Statement of Compliance of Aror University Sukkur

1. The “Aror University of Art, Architecture, Design and Heritage, Sindh” is a public sector university dedicated to imparting quality education in the fields of Art, Architecture, Design, and Heritage. In order to ensure transparency and accountability in its financial operations, Aror University Sukkur seeks to hire an Audit Firm with extensive experience and qualifications. The university invites reputable and well-established auditing firms, with a minimum of 10 years of experience in auditing public sector organizations and registered with the relevant professional bodies, to submit their Expression of Interest (EOI).
2. Aror University Sukkur invites sealed Proposal from well Reputed Chartered Accountant Firms, well versed with International Accounting/Auditing standards to carryout audit and review of statement of compliance. RFP-Documents including Scope of work, detailed Terms of Reference (TORs), evaluation criteria, instructions to firms etc. are available on any working day from December 11, 2024, to December 30, 2024, for the registered bidders on EPADS at <https://portalsindh.eprocure.gov.pk> and the official website of the university. Interested bidders should submit a non-refundable fee of Rs. 5000 and a bid security of 3% of the tender amount (refundable) in the shape of a bank draft/pay order in the name of The Aror University of Art, Architecture, Design, and Heritage. Both must reach the Procurement Officer, Aror University of Art, Architecture, Design & Heritage, before the deadline. The electronic bids must be submitted by using EPADS on or before December 30, 2024, up to 03:00 PM. Electronic bids will be opened on the same day at 03:30 PM. The financial proposals of only technically eligible firms will be accepted/opened. The procuring agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25 of said rules and as per PPRA rules.
3. Interested Chartered Accountant (CA) Firms (National) are requested to submit their proposals to the undersigned comprising **single sealed envelope (Single Stage – Two Envelope procedure)**; envelope shall be marked separately as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters. The firm should also provide evidences of qualifying with the eligibility criteria.
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected in accordance with Rule 72(3) **Quality and Cost Based Selection Method in accordance with the SPPRA 2010(amended 2018)**.
6. **Chartered Accountant firms engaged in rendering professional services of audit and who meet the following eligibility criteria must provide the following documents with evidences/proof for further assessment (technical evaluation), otherwise the bid would not be considered and will result in disqualification:**

**MANDATORY DETAILED ELIGIBILITY CRITERIA:**

<b>S. No</b>	<b>Mandatory Eligibility Criteria Checklist</b>	<b>Mark (tick/cross)</b>
1	The firm should be complaint with the International Federation of Accountants (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan. Accordingly certificate / undertaking must be attached.	
2	Certificate of Registration in ICAP or equivalent	
3	The name of the firm should appear in category “A” in the SBP's list of Panel of Audit firms (recent available)*	
4	The name of the firm should appear in the list of registered firms under Audit Oversight Board of SECP* Certificate to be provided	
5	The name of the firm should appear in the list of satisfactory QCR issued by ICAP (recent available)*	
6	The firm must have valid registration with Federal Board of Revenue for Income Tax, and Sindh Revenue Board/ or relevant tax authority*	
7	Bidder must be on Active Taxpayer List (ATL) of Federal Board of Revenue as well as Sindh Revenue Board*	
8	The firm must have a minimum of at-least ten (10) years’ experience as Chartered Accountants firm	
9	The firm must have a minimum average annual financial turnover of PKR 10 million or above during the last three (3) years, verifiable from the financial statements. Accordingly certificate / undertaking must be attached.	
10	Bidder must submit a power of attorney for the authorized person nominated to sign the documents duly notarized	
11	The firm provide affidavit on stamp paper for the following: <ul style="list-style-type: none"> <li>a. must not be blacklisted by any public/ private sector organization at the time of bidding;</li> <li>b. must not be in bankruptcy or liquidation proceeding;</li> <li>c. has not been convicted of fraud, corruption or money laundering;</li> <li>d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract.</li> </ul>	

\* The Status of documents provided could be verified online.

Your Sincerely  
Procurement Committee  
Aror University Sukkur.

**Note:**

Bidders are required to submit a filled, signed & stamped copy of the above checklist along with the Proposal. All of the supporting documents of the mandatory eligibility criteria shall be attached to the checklist in the same section of the technical proposal.

## SCOPE

### Objective of the Audit:

Responsibility for preparation of financial statements: The responsibility for the preparation of financial statements including adequate disclosure is that of the entity's management. This includes keeping of adequate accounting records and internal controls, the selection and application of accounting policies, and the safe guarding of the assets of the Board. As part of the audit process, the auditor will request from management written confirmation concerning representations made in connection with the audit.

The primary responsibility of the Consultant is to conduct audit of entity's annual financial statements and review of statement of compliance with the IAS/IFRS and agreed upon procurement procedures to ensure transparency and accountability in Board's overall operations. The auditors would be required to submit their opinion on the annual financial statements along with Review Statement on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 (amended from time to time).

### Scope of Work:

Keeping in view the overall objective of the audit, the auditors would mainly be responsible to:

Audit of Annual Financial Statements 2023-24 of Aror University Sukkur, along with Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 (amended from time to time). Auditors should also submit Management Letter along with the audit report and statement of compliance.

The above financial statements prepared in accordance with the approved accounting standards as applicable in Pakistan. Approved accountings standards comprise of such International Financial Reporting Standards (IFRSs) issued by the International Accounting Standards Board (IASB) as are notified under the contextual provisions and express an opinion on the financial statements. The specific scope of work in respect of the annual audit of the financial statements shall be as determined under the International Standards on Auditing and requirements of Accounting and Financial Reporting Standards (AFRSs) as notified/applicable. However, it is highly mandatory that auditors be familiar with audit of Public Sector Universities.

### Deliverables:

- Annual Financial statements are prepared in accordance with the IAS/IFRS standards.
- Review of Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 (amended from time to time).
- Management Letter.

## Technical Evaluation Criteria

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the mandatory detailed eligibility criteria indicated in the RFP document. **The Bidders who obtain at least 70 marks in technical evaluation criteria will qualify the technical evaluation and financial proposals would be evaluated only for technically qualified Bidders. The firm which attains the highest combined weighted technical and financial score according to the criteria mentioned in the bidding documents shall be selected.**

A selection committee will evaluate the technical proposals based on their compliance with the RFP and the marking system, specified on next page:

S. No.	Technical Evaluation			
<b>1</b>	<b>Membership/ Independent Correspondent with Global firm</b>	<b>Max. Marks</b>	<b>Global Firm</b>	<b>Marks</b>
	International Affiliation	15	Possesses International Affiliation	15
<b>2</b>	<b>Number of Partners in Pakistan</b>	<b>Max. Marks</b>	<b>Range of Partners</b>	<b>Marks</b>
	At least 5 Partners (List to be Attached)	10	05 partners Additional 01 mark for 01 additional partner max to 5	5 1-5
<b>3</b>	<b>Number of ICAP Qualified Chartered Accountants (other than partners in Pakistan)</b>	<b>Max. Marks</b>	<b>Range of Staff</b>	<b>Marks</b>
	At least 5 Chartered Accountants (List to be Attached)**	15	5 Chartered Accountants Additional 01 mark for 02 additional Chartered Accountants max to 10	5 1-10
<b>4</b>	<b>Financial Capability</b>	<b>Max. Marks</b>	<b>Average</b>	<b>Marks</b>
	Average Annual Turnover of Last Three (03) years	10	>= Rs. 200 million >= Rs. 150 million & < Rs. 200 million >= Rs. 100 million & < Rs. 150 million	10 07 5
<b>5</b>	<b>Govt./Semi Govt./Autonomous bodies experience in Pakistan</b>	<b>Max. Marks</b>	<b>No. of Organizations</b>	<b>Marks</b>
	Experience of at least 1 Govt/Semi Govt./Autonomous bodies Organization's Audit in the last 5 years	15	01 Additional 01 mark for 01 additional Govt. Sector client max to 10 marks	5 1-10
<b>6</b>	<b>Experience of Audit of Public Sector Universities in Pakistan</b>	<b>Max. Marks</b>	<b>No. of Organizations</b>	<b>Marks</b>
	Experience of at least 1 Public Sector University's audit	15	Public Sector University's (at-least 01) Additional 02 marks for each public sector university max to 10 marks	5 2-10
<b>7</b>	<b>Number of Existing Clients in Pakistan</b>	<b>Max. Marks</b>	<b>No. of Clients</b>	<b>Marks</b>
	At least 40 clients	10	40 Above 40 clients Additional 1 mark for 01 additional client max to 05 marks	05 1-5
<b>8</b>	<b>Audit Methodology</b>	<b>Max. Marks</b>		<b>Marks</b>
	Proposed Audit methodology, audit plan, Mechanism, staff and delivery time in weeks	10		10

Note: It is the responsibility of the bidders to ensure the provision of sufficient documents/completion certificates/evidences along with the proposal. The bids will be evaluated solely based on the valid document submitted.

**\*\*The evidence of engagement of Chartered Accountants with the firm to be provided duly signed/stamped by Authorized Person as mentioned in eligibility criteria.**

**The Bidders who obtain at least 70 marks in technical evaluation criteria will qualify the technical evaluation and financial proposals would be evaluated only for technically qualified Bidders.**

**Financial Bids of technically dis-qualified bidders will not be considered for further evaluation and would be returned.**

**The firm which attains the highest combined weighted technical and financial score according to the criteria mentioned in the bidding documents shall be selected.**

## Financial Evaluation Criteria

The formula for determining the financial score is as follows:

$$S_f = 100 F_1 / F$$

Where:

$S_f$  = Financial score

$F_1$  = is the lowest price

$F$  = The price of the proposal under consideration.

## Combined Score

The weights given to the Technical and Financial proposals are as under:

Technical Proposal (T)	=	80%
Financial Proposal (P)	=	20%

Quality and cost-based selection (QCBS) will be followed according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T = the weight given to the technical proposal, P = the weight given to the financial proposal; and  $T+P = 1$ .)

$$S = S_t \times T \% + S_f \times P \%$$

The Procuring Agency shall award the procurement contract to a Consultant qualifying the mandatory detailed eligibility criteria and attaining the highest combined technical and financial score (Most Advantageous Bid) using Quality & Cost Based Selection (QCBS) method.

## Section II – Instructions to Consultants

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## Section II – Instructions to Consultants

### 1. Definitions

- 1.1 The following words and expressions shall have the Meanings hereby assigned to them:
- (a) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA);
  - (b) “Assignment” means procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation and Section II – Bid Data Sheet of the RFP Document);
  - (c) “Bid” means a tender, or an offer by a Person, Consultant firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency;
  - (d) “Bidding Documents” means the documents notified by the Authority for preparation of bids in uniform manner;
  - (e) “Bidding Procedure” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;
  - (f) “Bid Price” means the consultancy fee for providing services under this Assignment as quoted by the Consultant in its Financial Bid;
  - (g) “Consultancy Service Agreement” means an agreement to be executed between the Procuring Agency and the Bidder or Consultant, whose Bid found and declared as the Most Advantageous Bid pursuant to the selection method and criteria mentioned in this document;
  - (h) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

- (i) “Contract” means an agreement enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities;
- (j) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific Assignment conditions;
- (k) “Day” means calendar day including holiday;
- (l) “Government” means the Government of Sindh;
- (m) “Instructions to Consultants” (Section-II of RFP) means the document which provides the Consultants with all information needed to prepare their Proposals;
- (n) “Key Professional Staff” means the professionals proposed by the Consultant (or the Consortium as the case may be) to undertake the Assignment;
- (o) “Letter of Award” means a letter of award or acceptance issued by the Procuring Agency to the bidder whose Bid declared as the Most Advantageous Bid in terms of Rule-49 of SPP Rules, 2010;
- (p) “Letter of Invitation” (Section-I of RFP) means the Letter of Invitation issued by the Procuring Agency to the Consultant;
- (q) “Most Advantageous Bid” means (i) a Bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposal documents; and (ii) evaluated as the highest ranked Bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the Bidding Documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority;
- (r) “National Company or Firm” means any enterprise, firm or company setup or incorporated in Pakistan;
- (s) “Person” means a company, entity, firm, association, individual, body of individuals, or a sole proprietorship other than an Agency;
- (t) “Procuring Agency” means the department with which the selected Consultant signs the Contract for the Services;

- (u) “Proposal” means the Technical Proposal and the Financial Proposal.
- (v) “RFP” means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
- (w) “Rules” means the Sindh Public Procurement Rules, 2010 (as amended till the date of RFP advertisement).
- (x) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services;
- (y) “Terms of Reference” (TOR) means the document included in the RFP as Section-V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the Assignment.

## **2. Introduction**

- 2.1 The Procuring Agency named in the Data Sheet will select a consulting firm (the Consultant) in accordance with the selection method and criteria specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with all the applicable rules and conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with Procuring Agency’s representative named in the Data Sheet for gaining better insight into the Assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to the acceptance of a Bid or Proposal, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

**3. Conflict of Interest**

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency's interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (a) A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation;
- (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency;
- (c) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of
  - (i) the preparation of the Terms of Reference of the Assignment,
  - (ii) the selection process for such Assignment, or
  - (iii) supervision of Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

- Conflicting Relationship**
- 3.2 Government officials and civil servants may be hired as Consultants only if:
- (a) They are on leave of absence without pay;
  - (b) They are not being hired by the agency they were working for, six months prior to going on leave; and
  - (c) Their employment would not give rise to any conflict of interest.
- 4. Fraud and Corruption**
- 4.1 It is the Government’s policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in SPPR 2010 which defines:
- “corrupt and fraudulent practices”** includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid obligation;
- Under Rule 35 of SPPR 2010, “The Procuring Agency can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
- 5. Integrity Pact**
- 5.1 Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements.
- 6. Eligible Consultants**
- 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR 2010 for the Contract(s) for which this RFP documents being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed Consultants emerging from request of expression of interest are eligible.
- 7. Eligibility of Sub-Consultants**
- 7.1 A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
- 8. Only One Proposal**
- 8.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such

proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

## **9. Proposal Validity**

- 9.1 The Data Sheet indicates Proposals validity that shall not be more than ninety (90) Days in case of National Competitive Bidding (NCB) and one-hundred-twenty (120) Days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional Staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement that would be considered in final evaluation for contract award. Consultants who do not agree have right to refuse to extend the validity of their Proposals.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of Bid amount).

## **10. Clarification and Amendment in RFP Documents**

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The Procuring Agency shall communicate such response to all parties who have obtained the RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the deadline for submission of Bids or Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

- 11. Preparation of Proposals**
- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel, eligibility) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of Professional Staff months or the budget required for executing the Assignment should be shown in the Data Sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Consultant.
- 12. Language**
- 12.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of the Islamic Republic of Pakistan.
- 13. Technical Proposal Format and Content**
- 13.1 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it does not have all the expertise required for the Assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate and applicable. International Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the Assignment to, national Consultants.
  - (b) For Assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based Assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - (c) It is desirable that the majority of the Key Professional Staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
  - (d) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

- (e) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section-III):
- (a) A brief description of the Consultant organization and an outline of recent experience on assignments of a similar nature – for each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement (**Form TECH-2**).
  - (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (**Form TECH-3**).
  - (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (**Form TECH-5**).
  - (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include number of years working for the Consultant and degree of responsibility held in various assignments as indicated in the Data Sheet (**Form TECH-6**).
  - (e) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (**Form TECH-7**).
  - (f) A detailed description of proposed methodology, work plan for performing the Assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the Assignment (**Form TECH-4**).
  - (g) Any additional information and documents requested in the Data Sheet.
- 13.3 The Technical Proposal shall not include any financial information.

#### 14. Financial Proposal

- 14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). It shall list all costs associated with the Assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b)

reimbursable expenses indicated in the Data Sheet (if and as applicable). Alternatively Consultant may provide its own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## 15. Taxes

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

## 16. Submission, Receipt, and Opening of Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by name of the Assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before deadline for

submission.

- 17. Proposals Evaluation** 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18. Evaluation of Technical Proposals**

- 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)**

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

**19. Evaluation of Financial Proposals**

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be

then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all the Consultants.

- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of **Least Cost Selection LCS Method**, the Bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of **Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of **Fixed-Budget and Quality Based Selection**, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

## 20. Negotiations

- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all the Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

## 21. Technical Negotiations

- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as **“Description of Services”**. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part

of Contract Agreement.

**22. Financial Negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 (Financial Proposal - Standard Forms of this RFP).

**23. Availability of Professional Staff/Experts**

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional Staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within period of time specified in letter of invitation to negotiate.

**24. Award of Contract**

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within fifteen (15) Days of the award of contract, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the Bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 Before signing of award of contract, Consultant required to submit performance security at rate indicated in Data Sheet.

24.3 The Consultants expected to commence the Assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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

## Section II – Instructions to Consultants Bid DataSheet

<b>1.1</b>	<p>Name of the Assignment is: <u>Hiring of Audit Firm</u></p> <p>The PA’s official (s): <u>Director Finance</u></p> <p>Address: The Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sindh, Sindh</p> <p>Phone: 071-5651900 Ext. Ext. 231</p>
<b>1.2</b>	<p>Approach: <u>National Competitive Bidding</u></p> <p>The method of selection is: <u>Quality and Cost Based Selection Method</u></p> <p>Bidding Procedure: <u>Single Stage – Two Envelope</u></p>
<b>1.3</b>	Financial Proposal to be submitted together with Technical Proposal: Yes
<b>1.4</b>	The PA will provide the following inputs and facilities: <u>None</u>
	<p><b>The Proposal submission address is:</b></p> <p><u>Address: Procurement Office, Admin Block Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sindh</u></p> <p><b>Proposals must be submitted no later than the following date and time:</b> December 30, 2024 till 03:00pm</p> <p><b>Bid Opening Date and Time:</b> December 30, 2024 till 03:30pm</p>
<b>1.6</b>	<p>Expected date for commencement of consulting services: <u>Jan 31, 2025</u></p> <p>at: <u>The Aror University of Art, Architecture, Design and Heritage RCW Rohri Bypass, Sindh</u></p>
<b>9.1</b>	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
<b>10.1</b>	<p>Clarifications may be requested not later than <u>five</u> calendar days before the submission date.</p> <p>The address for requesting clarifications is: <u>Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sindh</u></p>

10.2	Bid Security: 3% of the bid price.
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: <u>No</u> _
13.1	Consortium/Joint Venture: Not Allowed / Not Applicable
13.2	Full Technical Proposal (FTP) containing all the information, including: description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, CV of proposed Professional Staff, consultant's organization and experience, comments on the TOR and comments on the counterpart staff and/ or facilities.
13.2(vii)	Training is a specific component of this assignment: No
14.1	Financial Bid will be deemed to cover all ancillary expenses also such as but not limited to: <ol style="list-style-type: none"> <li>(1) cost of necessary conveyance (within the city), including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(2) cost of printing and dispatching of the reports to be produced for Consulting Services;</li> <li>(3) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable:
6.3	Consultants to state local cost in the national currency (in case of ICB only):
16.2	Consultant must submit the original separate Technical Proposal and Financial Proposal along with two (02) sets of photocopies.
20.1	Expected date and address for contract negotiations: <u>Not Applicable</u>
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee equivalent to 10% of the contract amount
5.1	Consultant undertake to sign Integrity Pact

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## Section III – Technical

### Proposal Table of

### Contents

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]*

*Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.*

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## Form Tech-1. Technical Proposal Submission Form

*[Location, Date]*

To: *[Name and address of the Procuring Agency]*

Dear Sirs:

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

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

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

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

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

We remain,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

## **Form Tech-2. Consultant’s Organization and Experience**

### **A. Consultant’s Organization**

*[Provide here a brief (preferably not more than five pages) description of the background and organization of your firm/ entity and each associate for this Assignment.]*

## B. Consultant's Experience

*[Using the format below, provide information on each Assignment for which your firm, and each associate for this Assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use 50 pages.]*

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

**Firm's Name:** \_\_\_\_\_

**Form Tech-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency**

**A. On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B. On Counterpart Staff and Facilities**

*[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **Form Tech-4. Description of Approach, Methodology and Work Plan for Performing the Assignment**

*[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following three chapters:]*

- a. Technical Approach and Methodology,
- b. Work Plan, and
- c. Organization and Staffing.

**a) Technical Approach and Methodology.** *In this chapter, the Bidder should explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.*

**b) Work Plan.** *In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

**c) Organization and Staffing.** *In this chapter, the Bidder should propose the structure and composition of team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]*



## Form Tech-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** (*only one candidate shall be nominated for each position*): \_\_\_\_\_
2. **Name of Firm** (*insert name of firm proposing the staff*): \_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
6. **Membership of Professional Associations**: \_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_
8. **Countries of Work Experience** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]: \_\_\_\_\_  
 From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Positions held: \_\_\_\_\_
11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Assignment*]: \_\_\_\_\_
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.*]:  
 Name of Assignment or project: \_\_\_\_\_ Year: \_\_\_\_\_  
 Location: \_\_\_\_\_ PA: \_\_\_\_\_  
 Main project features: \_\_\_\_\_ Positions held: \_\_\_\_\_  
 Activities performed: \_\_\_\_\_

### 13. Certificate

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

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

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





## Section IV – Financial

### Proposal Standard

#### Forms

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from 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 under Para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para 3 of the Letter of Invitation.]*

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2.]*

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<b>Form FIN-5.</b> Breakdown of Reimbursable Expenses .....	48
<b>Appendix.</b> Financial Negotiations - Breakdown of Remuneration Rates .....	49

## Form FIN-1. Financial Proposal Submission Form

*[Location, Date]*

To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures<sup>1</sup>]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet. xxx

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

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

## Form FIN-2. Summary of Costs

Item No.	Description of Services	Costs (in PKR)
<b>Charges:</b>		
<b>1.</b>	Audit fee for external audit of Financial year 2023-24	
<b>2.</b>	Fee for Review of Statement of Compliance report for Financial year 2023-24	
<b>3.</b>	Out-of-Pocket Expenses	
<b>4.</b>	All applicable Taxes	
<b>Total Cost of Financial Proposal (inclusive of all the applicable taxes)</b>		

**Note:**

Audit services can be extended years up to financial year ending 2025 in accordance with SPPRA Rules on same terms and conditions as mentioned in these bidding documents. Annual renewal rates/quote to be mutually agreed with the approval of shareholders of Aror University Sukkur.

<sup>1</sup> Total cost includes all the applicable taxes as payable by the Consultant from according to law of the land. This cost shall cover the Consultant's all costs associated with performing the Assignment as further detailed under the TOR.

### Form FIN-3. Breakdown of Costs by Activity<sup>1</sup>

Group of Activities: <sup>2</sup>	Description: <sup>3</sup>			
Cost Component	Costs			
	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>5</sup>	[Indicate Local Currency]
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
<b>Subtotals</b>				

<sup>1</sup> Form FIN-3 shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

<sup>2</sup> Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

<sup>5</sup> For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

### Form FIN-4. Breakdown of Remuneration<sup>1</sup>

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]

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

<sup>1</sup> Form FIN-4 shall be filled for each of the Forms FIN-3 provided.  
<sup>2</sup> Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).  
<sup>3</sup> Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.  
<sup>4</sup> Indicate separately staff-month rate and currency for home and field work.  
<sup>5</sup> Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.  
<sup>6</sup> Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



## Form FIN-5. Breakdown of Reimbursable Expenses<sup>1</sup>

*[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based]*

Group of Activities: _____								
No	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>6</sup>							
<b>Total Costs</b>								

<sup>1</sup> Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

<sup>2</sup> Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

<sup>3</sup> Indicate unit cost and currency.

<sup>4</sup> Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

<sup>5</sup> Indicate route of each flight, and if the trip is one- or two-ways.

<sup>6</sup> Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

## Form FIN-5. Breakdown of Expenses

*[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]*

No	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel <sup>4</sup>		

<sup>1</sup>. Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

<sup>2</sup>. Indicate unit cost and currency.

<sup>3</sup>. Indicate route of each flight, and if the trip is one- or two-ways.

<sup>4</sup>. Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

## Appendix. Financial Negotiations – Breakdown of Remuneration Rates

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

### 1. Review of Remuneration Rates

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

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

- i. Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.
- ii. Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.
- iii. Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

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

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

- iv. Overheads:** Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's

time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

- v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.
- vi. **Away from Headquarters Allowance or Premium:** Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.
- vii. **Subsistence Allowances:** Subsistence allowance are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.

Standard rates for the particular country may be used as reference to determine subsistence allowances.

## 2. Reimbursable Expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

## 3. Procuring Agency Guarantee

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

---

<sup>1</sup>. Where w = weekends, ph = public holidays, v = vacation, and s = sick leave

## Sample Form

*Consulting Firm:*  
*Assignment:*

*Country:*  
*Date:*

### Consultant's Representation Regarding Costs and Charges

We hereby confirm that:

- a. the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- b. attached are true copies of the latest salary slips of the staff members listed;
- c. the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this Assignment to the staff members listed;
- d. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

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

Title: \_\_\_\_\_

## Consultant’s Representation Regarding Costs and Charges

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

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

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

## Section V – Conditions of Contract and Standard

### Forms General Conditions of Contract

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## General Conditions of Contract

### 1. General Provisions

#### 1.1. Definitions

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

- (n) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “In writing” means communicated in written form with proof of receipt.

**1.2. Law  
Governing  
Contract**

1.2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

**1.3. Language**

1.3.1. This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to meaning or interpretation of this Contract.

**1.4. Notices**

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.5. Location**

1.5.1. The Services shall be performed at such locations as are specified in special condition of contract 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 Procuring Agency may approve.

**1.6. Authority of  
Member in Charge**

1.6.1. In case the Consultant consists of a joint venture/ Consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the PA.

**1.7. Authorized**

1.7.1. Any action required or permitted to be taken, and any

- Representatives** document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8. Taxes and Duties** 1.8.1. The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9. Fraud and Corruption** 1.9.1. If the Procuring Agency determines that the Consultant and/or its Personnel, Sub-contractors, Sub-Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.
- Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.
- 1.9.2. **Integrity Pact** – If the Consultant or any of his Sub-Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants;
  - (b) terminate the Contract; and
  - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-Consultant, agents or servants.
- On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

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

- 2.1. Effectiveness of Contract** 2.1.1. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2. Commencement of Services** 2.2.1. The Consultant shall begin carrying out the Services not later than number of days after the Effective Date specified in the SC.
- 2.3. Expiration of Contract** 2.3.1. Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4. Modifications or Variations** 2.4.1. 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 Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5. Force Majeure**
- 2.5.1. The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3. **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6. Termination**
- 2.6.1. **By the Procuring Agency:** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events

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

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

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

**2.6.3. Payment Upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services

satisfactorily performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. Obligations of the Consultant

#### 3.1. General

- 3.1.1. **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### 3.2. Conflict of Interests

- 3.2.1. The Consultant shall hold the PA's interests paramount without any consideration for future work and strictly avoid conflict with other Assignments or their own corporate interests.
- 3.2.2. **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.3. **Consultant and Affiliates not to be Otherwise Interested in Project:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or

implementation of the project.

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

documents, if any, shall be specified in the SC.

**3.8. Accounting, Inspection and Auditing**

- 3.8.1. The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2. The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its 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 Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

**4. Consultant Personnel**

**4.1. Description of Personnel**

- 4.1.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

**4.2. Removal and/or Replacement of Personnel**

- 4.2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- 4.2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- 4.2.3. The Consultant shall have no claim for additional costs arising

out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the PA**

- |  |  |
|--|--|
| <b>5.1. Assistance and Exemptions</b>                                | 5.1.1. The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.   |
| <b>5.2. Change in the Applicable Law Related to Taxes and Duties</b> | 5.2.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. |
| <b>5.3. Services and Facilities</b>                                  | 5.3.1. The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bid Data Sheet.   |

## **6. Payments to the Consultant**

- |   |   |
|---|---|
| <b>6.1. Security</b>                        | 6.1.1. The Consultant has to submit the performance security at the time mentioned in SC.   |
| <b>6.2. Lump-Sum Contract</b>               | 6.2.1. The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.                               |
| <b>6.3. Contract Price</b>                  | 6.3.1. The price payable in Pak Rupees currency is set forth in the SC.   |
| <b>6.4. Payment for Additional Services</b> | 6.4.1. For purpose of determining remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.  |
| <b>6.5. Terms and Conditions of Payment</b> | 6.5.1. Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the |

Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

## **7. Good Faith**

### **7.1. Good Faith**

7.1.1. 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 realization of objectives of this Contract.

## **8. Settlement of Disputes**

### **8.1. Amicable Settlement**

8.1.1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2. Dispute Resolution**

8.2.1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with provisions specified in SC.

## Special Conditions of Contract

*The following Special Conditions of Contract (SCC) shall supplement and/ or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The addresses are: Procuring Agency: Aror University of Art, Architecture, Design and Heritage Sindh Attention: <u>Procurement Officer</u> Facsimile: _____ E-mail: _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____
1.7	The Authorized Representatives are: For the PA: <u>Director Finance</u> For the Consultant: _____
1.8	All federal and provincial taxes to be borne by Firm
2.2	The date for the commencement of Services is Audit of <b>01-July-2023 to 30-June-2024</b> .
2.3	The time period shall be for the audit of the year 2023-24 and finalization of audit on or before statutory timelines.
{3.7 (b)}	Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.
6.1	Bid Security 3% of Bid Amount Performance Security 10% of Bid Amount All amount is Pak Rupees
6.5	The accounts are: for local currency: <i>[insert account]</i> Payments shall be made according to the following schedule: (a) Complete Audit & Statement of Compliance review fee, for the year, shall be paid in full at the time of submission of final signed reports
8.2	Disputes shall be settled by complaint redressal committee defined in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

## Draft Contract

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

- 3. Payment**
- 3.1 **Ceiling:** For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- 3.2 **Payment Conditions:** Payment shall be made in Pak Rupees (PKR), following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.
- 4. Economic Price Adjustment**
- 4.1 Not applicable
- 5. Project Administration**
- 5.1 **Coordinator:** The Procuring Agency designates Mr./Ms. [insert name] as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.
- 5.2 **Timesheets:** During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.
- 5.3 **Records and Accounts:** The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Procuring Agency reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- 6. Performance Standards**
- 6.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.
- 7. Confidentiality**
- 7.1 The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the PA.
- 8. Ownership of**
- 8.1 Any studies, reports or other material, graphic, software or

- Material** otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** 9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** 10.1 The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
- 11. Assignment** 11.1 The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** 12.1 The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** 13.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

**FOR THE PROCURING AGENCY****FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## Appendices

### Appendix A – IntegrityPact

#### Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... *[name of Consultant]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Consultant]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

*[name of Consultant]* certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

*[name of Consultant]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, *[name of Supplier]* agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Supplier]* as aforesaid for purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: \_\_\_\_\_

Name of the Consultant: \_\_\_\_\_

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

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

[Seal]

[Seal]

## Appendix B – Affidavit (non-blacklisting)

*[On stamp paper of PKR  
200][To be attested by Oath  
Commissioner]*

*[Location, Date]*

To: [Name and address of PA]

**Re:                   Hiring of Audit Firm (Audit of Annual Financial Statements 2023-24) of Aror University Sukkur, along with Review of Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules 2013 For the year 2023-24**

Dear Sir:

Pursuant to the Request for Proposal document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) does not fall within any of the circumstances for ineligibility listed in Section Mandatory Detailed Eligibility Criteria of the Invitation for Proposal.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

## Appendix C – Power of Attorney

*[On stamp paper of required value]  
[To be*

*notarized]*

*[Location,*

*Date]*

Know all men by these presents, we, \_\_\_\_\_ *[insert name and address of the registered office of the firm]* do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ *[insert name and father name]* who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the Assignment **‘Hiring of Audit Firm (Audit of Annual Financial Statements 2023-24) of Aror University Sukkur, along with Review of Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules 2013 For the year 2023-24’.** (the “Project”), including signing, authenticating and submission of application / proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**For and on behalf of *[insert name of the relevant Person]***

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Signature of the Attorney: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Address of the Attorney: \_\_\_\_\_

**Witnesses:**

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

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

CNIC No.: \_\_\_\_\_

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

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

CNIC No.: \_\_\_\_\_

**Note:**

<sup>1</sup> The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## Appendix D – Documents Checklist

The prospective Bidder shall provide the checklist containing information of the required documents accompanied with the technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. **While submitting the bid, the technical proposals need to follow the instructions as recommended below:**

- the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);
- the documents are printed using paper's double sides, where possible;
- the documents are indexed with page numbers as mentioned below;
- the documents (Technical Proposal) do not disclose any information relating to financial bid;
- the documents are submitted, preferably using two-holes file folders/ pockets.

**Bidder's Name:** \_\_\_\_\_

**Procuring Agency:** Aror University of Art, Architecture, Design & Heritage Sindh

**Assignment Title:** **Hiring of Audit Firm (Audit of Annual Financial Statements 2023-24) of Aror University Sukkur,**

**Submission Date:**        /        /        \_\_\_\_\_

**Time:** \_\_\_\_\_

**Technical Proposal:** \_\_\_\_\_

**Pages:** \_\_\_\_\_

Sr.	Document Title with Description	Check	Pages
<b>General Requirements</b>			
1.	Technical and Financial proposals are in a separate and sealed envelopes	<input type="checkbox"/>	N/A
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	N/A
3.	All pages of original Proposal initialed by authorized representative of Consultants	<input type="checkbox"/>	N/A
4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	N/A
<b>Technical Proposal Requirements</b>			
5.	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>	
6.	Form Tech 2: Consultant's Organization and Experience	<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>• General Experience</li> <li>• Relevant Experience</li> </ul>	<input type="checkbox"/>	
7.	Form Tech 3: Comments and Suggestions on the TOR and Resources	<input type="checkbox"/>	
8.	Form Tech 4: Description of Approach, Methodology and Work Plan	<input type="checkbox"/>	
9.	Form Tech 5: Team Composition and Task Assignments	<input type="checkbox"/>	
10.	Form Tech 6: Curriculum Vitae of Proposed Professional Staff	<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>• Financial Team</li> <li>• Technical Team</li> <li>• Legal Team</li> </ul>	<input type="checkbox"/>	
			<input type="checkbox"/>
11.	Form Tech 7: Staffing Schedule	<input type="checkbox"/>	
12.	Form Tech 8: Work Schedule	<input type="checkbox"/>	
13.	Appendix C- Power of Attorney	<input type="checkbox"/>	
14.	Appendix B – Affidavit (non-blacklisting)	<input type="checkbox"/>	
15.	Appendix A - Integrity Pact	<input type="checkbox"/>	
16.	Consortium Agreement (in case of a Consortium only)	<input type="checkbox"/>	N/A
17.	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
18.	Registration Documents (NTN, SRB, ICAP, as applicable)	<input type="checkbox"/>	
19.	Company Profile(s) or equivalent	<input type="checkbox"/>	

20.	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
21.	Income Tax & Sindh Sales Tax Returns	<input type="checkbox"/>	
22.	Qualification Track Record (Contracts with Addenda, Certificates)	<input type="checkbox"/>	
23.	Bid Security Financial Instrument (without showing or disclosing the amount on it)	<input type="checkbox"/>	
24.	Historical Contracts Non-Performing Details	<input type="checkbox"/>	
25.	Litigation History	<input type="checkbox"/>	
<b>Financial Proposal</b>			
26.	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	N/A
27.	Form FIN 2: Summary of Costs	<input type="checkbox"/>	N/A
28.	Bid Security (3%) of the Quoted Bid Price	<input type="checkbox"/>	N/A
29.	Bid Security covers minimum time, i.e. valid up to 30 days beyond bid validity period	<input type="checkbox"/>	N/A
30.	Manner of payment of Bid Security is as per the terms and conditions of the RFP	<input type="checkbox"/>	N/A
<i>For additional documents relating to the criteria, please add rows to accommodate the information.</i>			

**Authorized Signature [In full and initials]:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_