



**Request for Proposal**

**Consultancy Services**

**For**

**CAPACITY ASSESSMENT OF PITB UNDER THE PROJECT  
TITLED "CAPACITY ENHANCEMENT OF PITB"**



**Government of the Punjab,  
Planning & Development Board**

**Feb, 2022**



## **CONTENTS**

The RFP includes the following documents:

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



## SECTION 1: LETTER OF INVITATION



LETTER OF INVITATION

CAPACITY ASSESSMENT OF PITB UNDER THE PROJECT TITLED “CAPACITY ENHANCEMENT OF PITB”

No: 10(488)IT/P&D/2021-22 (P)

Dated: 23-02-2022

To,

1. **KPMG Taseer Hadi & Co. Chartered Accountants,**  
351 Shadman-1, Jail Road,  
Lahore.
2. **UHY Hassan Naeem & Co. Chartered Accountants,**  
193-A Shah Jamal  
Lahore.
3. **Neuworx Telecom System (Pvt.) Ltd**  
109-C-1, Model Town  
Lahore

1. Planning & Development Board, Government of Punjab invites sealed Technical & Financial Proposals for the conducting Capacity assessment of PITB under project titled “**CAPACITY ENHANCEMENT OF PITB**” in the format given in the Request for Proposal (RFP). Details on the services are provided in Terms of Reference.

2. The consultant will be selected under the **Quality and Cost Based Selection Method** and procedures described in this RFP in accordance with the policies of the Government of the Punjab detailed PPRA Rules, 2014. It is not permissible to transfer this invitation to any other firm.

3. The RFP includes the following additional documents:

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

4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not prepared on the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.

5. Firms should submit details of **03 Completed Projects** of their most relevant assignments for technical evaluation using the prescribed format along with completion



certificate issued by the client. Assignments submitted beyond the given number will not be considered.

6. CVs of key personnel corresponding to the list given in the Data sheet should provide details of **03 No. projects** done by the individual in the past.

7. Please acknowledge / confirm the receipt of the `Letter of Invitation` in writing, within two days, at Room no.128-A Planning and Development Board, Near Civil Secretariat, Lahore – Ph.: (042) 99059336, or by E-mail. [poit@pndpunjab.gov.pk](mailto:poit@pndpunjab.gov.pk) that;

- (a) you have received the Letter of Invitation
- (b) whether you will submit a proposal alone or in association

If no acknowledgment is received, it will be presumed that you are not interested in undertaking the assignment.

8. Three sets (one original and two copies) of “**Technical Proposal**” and one original copy of “**Financial Proposal**” on the prescribed forms given in the RFP, separately sealed, signed & stamped, must be delivered to the address given below by not later than **01:00 PM on before 14.03.2022**. The Technical Proposals will be opened on the same day at **1:30 PM** in the presence of the representatives of the firms who may wish to attend. The Financial Proposals of only Technically Qualified Constantans firms will be opened.

9. The Evaluation Criteria is provided in Data Sheet (Section II). The Technically Qualified Consultant will be invited for Financial Opening after scoring at least sixty five (65%) percent marks in the Technical Proposal. After the Financial Opening, the combined evaluation of the Technical and Financial proposals will be carried out by weighting and adding the quality and cost scores. The weight for quality is eighty percent (80%) and twenty percent (20%) for cost component.

Yours sincerely,

**Secretary CSC/ Assistant Chief (Consultancy),**

**Planning & Development Board, Room No. 128-A**  
**Planning and Development Board, Near Civil Secretariat, Lahore –**  
**Ph: (042) 99059336.**  
**Email: [poit@pndpunjab.gov.pk](mailto:poit@pndpunjab.gov.pk)**



**SECTION 2: INSTRUCTIONS TO CONSULTANTS  
(INCLUDING DATA SHEET)**



## SECTION 2: INSTRUCTIONS TO CONSULTANTS

### Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultant used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Punjab Planning & Development Board and its associated departments.
- (g) “Instructions to Consultants” means the document which provides eligible Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultant, based on the Standard RFP.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (l) “Sub-Consultant” means any person or entity with which the Consultant’s sub agreements any part of the Services.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select the Consultant from those who are eligible under the criteria provided in para 1.2.1, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants will be invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 The Client will timely provide, at no cost to the Consultants, the inputs and facilities specified in the Data Sheet.
- Eligible Bidders**
- 1.4 Eligibility and assignment detail is provided in sub-paras.
- 1.4.1 RFP is open to all Consultants meeting the eligibility requirements as stipulated in Data Sheet.
- 1.4.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- Assignment**
- 1.5 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.
- Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.6 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the





selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

**Conflict of Interest**

1.8 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.8.1 Without limitation on the generality of the foregoing, Consultant's, 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:

**Conflicting activities**

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and 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, and 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.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and Sub-Consultant) 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 Client.

**Conflicting relationships**

(iii) A Consultant (including its Personnel and Sub-Consultant) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless conflict stemming from this relationship has been resolved in a manner acceptable to the Government of the Punjab, P&D Board throughout the selection process & the execution of the Agreement.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as



having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

**Unfair  
Advantage**

1.8.3 If an eligible Consultant could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.9 The Government of the Punjab, Planning & Development Board requires Consultant participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of the Punjab, P&D Board:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
  - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- (c) will sanction an Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of the Punjab, P&D Board agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in



- competing for, or in executing, a Government of Punjab P&D Board agreement; and
- (d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.
- 1.10 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Program Coordination Unit, P&D Board in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 5).
- Only one Proposal** 1.12 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, all such bidders shall be disqualified. If a Consultant is part of a venture, then he shall not be competent to submit another separate proposal.
- Proposal Validity** 1.13 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client 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 could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultant** 1.14 In case Consultants intends to associate with another Consultant who has not been shortlisted, such other Consultant shall be subject to the eligibility criteria set forth in the guidelines.



- Bid Security (Not applicable)**
- 1.15 The Consultant shall furnish, as part of its proposal, a bid security in the amount of not less than the amount specified in the Data Sheet.
- 1.16 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR)/Bank Guarantee/Demand Draft/Pay Order (Not applicable).
- 1.17 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.(Not applicable)
- 1.18 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Para 7.1, and furnishing the performance security, pursuant to Para 9.1.
- 1.19 The bid security may be forfeited:
- (a) if the bidder withdraws its proposal during the period of proposal validity as specified in Para 1.11; or
  - (b) if the bidder does not accept the correction of the Total Bid Price pursuant to Para 5.5; or
  - (c) if the bidder fails;
    - (i) to sign the contract in accordance with Para 7, or
    - (ii) to furnish the performance guarantee in accordance with Para 9.



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- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all participants 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- Determination of Responsiveness of Proposal**
- 2.3 Prior to the detailed evaluation of the proposal, pursuant to Para 5.1, the Purchaser will examine and determine the substantial responsiveness of the proposal to the requirements of the RFP documents. A substantially responsive proposal is one which:
- (a) meets the Eligibility Criteria specified in Para 1.2.1;
  - (b) has been properly signed on the TECHNICAL PROPOSAL SUBMISSION FORM & FINANCIAL PROPOSAL SUBMISSION FORM;
  - (c) is accompanied by the required Securities and these Securities are valid and in good order;
  - (d) offers fixed price proposal i.e. the proposal does not offer an escapable price quotation;
  - (e) is otherwise complete and generally in order;
  - (f) conforms to all the terms, conditions and Specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one:
    - (i) which affects in any substantial way the scope, quality or performance of the Services; or
    - (ii) which limits in any substantial way, inconsistent with the RFP documents, the Client's rights or the Consultant's obligations under the Contract.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.



**Technical  
Proposal  
Format &  
Content**

- 3.2 In preparing their Proposal, Consultant is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 Consultant is required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.
- a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
  - b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
  - c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.
  - d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).



- e) Estimates of the staff input (staff-months of local professionals) needed to carry out the assignment (Form TECH-7 of Section 4). The staff-months input should be indicated separately for home office and field activities, and local Professional staff.
- f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers or other such evidence.
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.4 The Technical Proposal shall not include any financial information (regarding quotation). A technical Proposal containing financial information may be declared non-responsive.

**Financial Proposals**

3.5 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately in Financial Proposal; 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.

**Taxes**

3.6 The Consultant is subject to all applicable taxes at the time of contract, or later on during the contract, levied by the Government. Any such amounts shall be included in the Financial Proposal, and shall be the sole responsibility of the consultant. The Client shall act as a withholding agent as required by law.

**Proposal Currencies**

3.7 Consultants should express the price of their services in Pakistan Rupees.

3.8 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

**4. Submission, Receipt,**

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting,



**and  
Opening of  
Proposals**

- except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written letter of authority accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. 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.
- 4.4 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 the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. 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.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The ‘Technical Proposal’ shall be opened by the Client in the presence of the bidder’s representatives who choose to attend at the time and date specified in Data Sheet, at the office of the Client, address given in Data Sheet. The bidder’s representatives who are present shall sign a register evidencing their attendance. The ‘Financial Proposal’ will remain





unopened and will be held in custody of the Client until the specified time of their opening.

**5. Proposal Evaluation**

5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement 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.

**Evaluation of Technical Proposals**

5.2 The Proposals of only those Bidders who are substantially responsive to the requirements of the Bidding document in pursuant to Para 2.3 will be considered for evaluation. 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 does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Financial Proposals for QCBS**

5.3 Following the ranking of technical Proposals, when selection is based on quality and cost base selection (QCBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening and Evaluation of Financial Proposals**

5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have their proposal evaluated as substantially responsive, complied with the TOR & secured the minimum qualifying mark as specified in Data Sheet. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the technical scores of the Consultant shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they



have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 In case of QCBS, 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.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

**6. Formation of Agreement & Negotiation of its Clauses**

- 6.1 Formation of agreement will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

**Technical negotiations**

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant



to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

**Financial negotiations**

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement 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 shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

6.5 Negotiations on agreement clauses will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate the clauses of agreement.

**7. Award of Agreement**

7.1 After completing negotiations, the Client shall award the Agreement to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Bidders.



- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality** 8.1 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 award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Punjab Procurement Rules 2014 relating to fraud and corruption.
- 9. Performance Guarantee (Not applicable)** 9.1 The Procuring Agency may require the successful bidder to furnish a performance guarantee of an amount specified in the Data Sheet, in the form of bank guarantee, CDR or any other financial instrument as may be desired for the satisfaction of the competent authority of the procuring agency specified in the Data Sheet.



## DATA SHEET

Paragraph Reference	
1.1	<b>Name of the Client:</b> Planning & Development Board  <b>Method of selection:</b> Quality and Cost Based Selection (QCBS), Single Stage Two Envelope Bidding Procedure
1.2	Financial Proposal to be submitted together with Technical Proposal in separately sealed proposal: <b>Yes</b> Name of the assignment is: “ <b>Capacity Enhancement of PITB</b> ”.
1.13	Proposals must remain valid for <b>90 days</b> after the closing date
1.14	Shortlisted consultants may associate with other shortlisted Consultants: <b>(No)</b>
1.4	The Client will provide at no cost to the Consultants: <b>Available relevant documents in physical/ electronic form, and support in obtaining working permits or any other relevant government clearances but no routine administrative support, office space, transportation, equipment, data collection/ processing or any other service.</b>
1.5	<b>The Clients representative is:</b> Miss Hina Jamil, Planning Officer, Consultancy, Planning & Development Board. <b>Ph. 042-99059408 Email: <a href="mailto:hinaumair792@gmail.com">hinaumair792@gmail.com</a></b>
2.1	Clarifications may be requested not later than <b>05 days prior to the submission deadline i.e. 13:00 hours (Pakistan Standard Time, GMT+5)</b> The address for requesting clarifications is <b>Assistant Chief (Consultancy), Room No. 128-A Planning &amp; Development Board, near Civil Secretariat, Lahore.</b>
3.1	Proposals shall be submitted in the following language: <b>English</b>
3.3	Firms should submit details of only <b>03 most related</b> assignments of similar complexity and scale (in terms of scope and cost) completed in public / Private sector or donor funded projects in past with documentary evidence i.e. contract agreement or their completion certificate issued by the concerned clients.
3.3 (f)	CVs should contain details on <b>03</b> similar completed projects done by the individual in the past years.
3.4 (g)	Training is a specific component of this assignment: <b>No. <u>√</u></b>



**Government of the Punjab, Planning & Development Board**

3.6	Amounts payable by the Client to the Bidder under the Agreement to be subject to local taxation: <b>Yes</b>																												
3.7	The date of exchange rates is: The consultant will state all costs in local currency i.e. Pak Rupee.																												
4.3	Consultant must submit three sealed sets (One original and two copies) of the Technical Proposal, and the original of the Financial Proposal. (Spiral/ring binding will not be entertained).																												
4.5	<p>The Proposal submission address is:  <b>Assistant Chief (Consultancy), Room No. 128-A            Planning &amp; Development Board, Civil Secretariat.            Lahore.</b></p> <p>Proposal must be submitted no later than the following date and time:  <b>14.03.2022 at 01:00 PM</b>, The Technical Proposal will be opened on the same day at <b>1:30 PM</b> in the presence of the representatives of the firms who may wish to attend.</p>																												
4.6	<b>The technical proposals will be opened in the committee room of Planning &amp; Development Board, Civil Secretariat, Lahore</b>																												
5.2	<p><b>Criteria, sub-criteria, and point system for the evaluation of technical proposals are:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;"><b>Points</b></th> </tr> </thead> <tbody> <tr> <td><b><u>i) Company profile</u></b></td> <td style="text-align: center;"><b><u>100</u></b></td> </tr> <tr> <td>A) Number of three most related assignments of similar complexity and scale in terms of</td> <td></td> </tr> <tr> <td>    a) scope of similar assignments</td> <td style="text-align: center;">40</td> </tr> <tr> <td>    b) cost of similar assignments</td> <td style="text-align: center;">40</td> </tr> <tr> <td>    c) organization structure</td> <td style="text-align: center;">05</td> </tr> <tr> <td>    d) quality management system</td> <td style="text-align: center;">05</td> </tr> <tr> <td>B) Financial capability (Average Turnover of at least Rs.50 Million) (Provide last 3 years revenues/audited statements)</td> <td style="text-align: center;">10</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>Total A1</b></td> </tr> <tr> <td colspan="2"><b>In case of Joint venture similar assignments of each firm will be evaluated on proportion ratio provided by each firm i.e. 67% of lead firm and 33% of JV firm (to ensure the meaningful partnership)</b></td> </tr> <tr> <td><b><u>ii) Project Team</u></b></td> <td style="text-align: center;"><b><u>100</u></b></td> </tr> <tr> <td>1) Team Leader (01)</td> <td style="text-align: center;">20</td> </tr> <tr> <td>2) HR expert (01)</td> <td style="text-align: center;">15</td> </tr> <tr> <td>3) Business Process Reengineering Expert (01)</td> <td style="text-align: center;">15</td> </tr> </tbody> </table>		<b>Points</b>	<b><u>i) Company profile</u></b>	<b><u>100</u></b>	A) Number of three most related assignments of similar complexity and scale in terms of		a) scope of similar assignments	40	b) cost of similar assignments	40	c) organization structure	05	d) quality management system	05	B) Financial capability (Average Turnover of at least Rs.50 Million) (Provide last 3 years revenues/audited statements)	10		<b>Total A1</b>	<b>In case of Joint venture similar assignments of each firm will be evaluated on proportion ratio provided by each firm i.e. 67% of lead firm and 33% of JV firm (to ensure the meaningful partnership)</b>		<b><u>ii) Project Team</u></b>	<b><u>100</u></b>	1) Team Leader (01)	20	2) HR expert (01)	15	3) Business Process Reengineering Expert (01)	15
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	4) Information Security Expert (01)		15
	5) IT Expert (01)		15
	6) Financial Expert (01)		10
	7) Legal Expert (01)		10
			<b>Total A2</b>
	<b>The number of points to be assigned to each of above positions or disciplines shall be determined considering the following three sub criteria and relevant score:</b>		
	1) Education and qualifications		25
	2) Relevant experience		70
	3) **Time with Firm		05
	<b>Total Score</b>		<b>100</b>
	The proposed team members must be as per TORs.		
	<b>iii) Approach &amp; Methodology</b>		<b>100</b>
	a) Understanding & Innovativeness		40
	b) Methodology & Work Plan		60
			<b>Total A3</b>
	$\text{Technical Score}^* = \frac{A1[20]}{100} + \frac{A2[60]}{100} + \frac{A3[20]}{100}$ <p>The minimum qualifying technical score points will be: <b>65</b> points            If technical score of any firm remain less than 65.then technical bid will not be entertained for further process.            **If an individual has been working with the bidding firm for 12 or more months, he / she will be given full marks, otherwise 0.</p>		
<b>5.7</b>	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals (F) are: <b>T = 0.80</b> , and <b>F = 0.20</b>		
<b>5.8</b>	In case of selection under a fixed Budget (FBS), select the following sentence. The Financial proposal shall not exceed the available budget of ( <b>Not applicable</b> )		
<b>6.1</b>	Expected date and address for contract negotiations: <b>07.04.2022 in the office of Additional Secretary (Admin), Planning &amp; Development Board, Civil Secretariat, Lahore.</b> Deliverables & Payment schedule will also be finalized during negotiation. Payment will be made on approval of deliverables by the Client.		
<b>7.2</b>	Expected date for commencement: <b>11.04.2022</b>		



## **SECTION 3: TECHNICAL PROPOSAL**





## **SECTION 3: TECHNICAL PROPOSAL**

### **STANDARD FORMS**

#### **SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS**

Refer to the Summary Sheet for format of Technical Proposal to be submitted, and paragraph 3.3 of Section 3 of the RFP for Standard Forms required.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule



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**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To:

**Assistant Chief (Consultancy),  
Room No. 128-A  
Planning & Development Board, Civil Secretariat.  
Lahore  
Email: [poit@pndpunjab.gov.pk](mailto:poit@pndpunjab.gov.pk)**

Dear Sir,

We, the undersigned, offer to provide the services for ----- in accordance with your Request for Proposal dated \_\_\_\_\_; we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant (if any, otherwise delete this line)*]<sup>1</sup>

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, as indicated in Paragraph Reference 1.13 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff/facilities. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

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

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

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

---

<sup>1</sup> [*DELETE IN CASE NO ASSOCIATION IS FORESEEN.*]



**FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

**A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]*

1. Firm Background:
2. Chief Executive Officer/Chairman/Managing Partner:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram



## B - Consultant's Experience

[Using the format below, provide information on each similar assignment mentioned at para 5.2(a)(B)i for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Turnover of Audit Client (in current PKR or US\$):
Country: Location within country:	Relevant Financial Year:
Name of Client:	Total N <sup>o</sup> of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of contract services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Engagement Partner/ Team Leader/Engagement Manager/Job Supervisor):	
Narrative description of assignment:	
Description of actual services provided by your firm:	



**FORM TECH-3**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE AND ON COUNTERPART STAFF AND  
FACILITIES TO BE PROVIDED BY THE CLIENT**

---

**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 counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 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. You are suggested to present your Technical Proposal (50 pages, 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 you should explain your 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. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), 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 you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned





**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. **CNIC No (if Pakistani):** \_\_\_\_\_ **or Passport No:** \_\_\_\_\_

6. **Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** \_\_\_\_\_

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: \_\_\_\_\_

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.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>



**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 the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

- 1) Name of assignment or project: \_\_\_\_\_  
Year: \_\_\_\_\_ -do- \_\_\_\_\_  
Location: \_\_\_\_\_  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_
  
- 2) Name of assignment or project: \_\_\_\_\_  
Year: \_\_\_\_\_ -do- \_\_\_\_\_  
Location: \_\_\_\_\_  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_



- 3) Name of assignment or project: \_\_\_\_\_  
Year: \_\_\_\_\_ -do- \_\_\_\_\_  
Location: \_\_\_\_\_  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

*[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]*

### 13. Certification:

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

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

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



**Form TECH-7: Staffing Schedule<sup>1</sup>**

N <sup>o</sup>	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
1		[Home]																
		[Field]																
2																		
3																		
n																		
n																		
												<b>Subtotal</b>						
												<b>Total</b>						

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
  Part time input



**FORM TECH-8 WORK SCHEDULE**

Year: \_\_\_\_\_

N <sup>o</sup>	Activity <sup>1</sup>	Months <sup>2</sup>											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



**SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS**



## FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.5 of Section 3. Such Forms are to be used whichever is the selection method indicated in the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

FIN-4 Breakdown of Remuneration

FIN-5 Breakdown Reimbursable expenses



---

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To:  
Assistant Chief (Consultancy),  
Room No. 128-A  
Planning & Development Board, Civil Secretariat.  
Lahore  
Ph : 042- 99059336  
Email: [poit@pndpunjab.gov.pk](mailto:poit@pndpunjab.gov.pk)

Dear Sir,

We, the undersigned, offer to provide the services of-----  
----- in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amounts in words and figures*<sup>1</sup>]. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph Reference 1.13 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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.*]





**FORM FIN-2 SUMMARY OF COSTS**

Item	Costs	
	[Indicate Foreign Currency # 1]	Pak Rupees
Total Costs of Financial Proposal <sup>1</sup> (inclusive of all applicable taxes)		

- 1 Indicate between brackets the name of the foreign currency.
- 2 Indicate the total costs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms provided with the Proposal & compatible with the Technical Proposal.



**FORM FIN -3: BREAKDOWN OF COST (LUMP-SUM)**

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>	
Cost component	Costs	
	[Indicate Foreign Currency # 1] <sup>4</sup>	Pak Rupees
Remuneration <sup>5</sup>		
Reimbursable Expenses <sup>5</sup>		
Subtotals		

- 1 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.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.



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### FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	Pak Rupees
<b>Local Staff</b>				
		[Home]		
		[Field]		
Total Costs				

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 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.
- 6 Indicate between brackets the name of the foreign currency. 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-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

N/A

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Local Staff</b>		
		[Home]
		[Field]
<b>Foreign Staff</b>		
		[Home]
		[Field]

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



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**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>**

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N <sup>o</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	Pak Rupees
	Per diem allowances	Day				
	International flights <sup>5</sup>	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instructions, materials, supplies					
	Shipment of personal effects					
	Use of computers, software					
	Laboratory tests.					
	Subagreements					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Client's personnel <sup>6</sup>					
Total Costs						

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

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

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

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

6 Only if the training is a major component of the assignment, defined as such in the TOR



## Sample Form

Consulting Firm:

Assignment:

Date:

### Consultant's Representations 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 Representations Regarding Costs and Charges**

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

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

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



## **SECTION 5: TERMS OF REFERENCE (TORs)**

### **FOR HIRING OF AN INTERNATIONAL CONSULTANCY FIRM FOR ASSESSMENT OF ORGANIZATIONAL CAPACITY NEEDS OF THE PUNJAB INFORMATION TECHNOLOGY BOARD**

#### **1) Objectives of the Consultancy**

- i. Conduct a Capacity Needs Assessment (CNA) of the Punjab Information Technology Board;
- ii. Based on the Capacity Needs Assessment (CNA) findings and recommendations, identify and develop realistic, feasible and time-bound Capacity Building Strategy(ies) and action plans that can be implemented within the organization.

The overall objective of the consultancy is to conduct a CNA in order to identify areas for organizational improvement to achieve sustainable results. The expected results should be well defined as they determine the purpose and direction of the capacity building effort. The CNA will provide the basis for defining a CBS to achieve the expected results. The CBS should clearly define the change process that will lead to improvement in capacity to achieve results. The CBS should include activities to be undertaken, resources to be added or realigned, units to be established and indicators to measure progress towards results. The CBS should also be realistically formulated and tailored to available funding sources.

#### **2) Scope, Duties & Responsibilities of the Consultant:**

- i. Assess PITB's existing capacity and future needs and identify the areas where PITB is mandated or need to work, available resources as per areas of operation of PITB. Carry out gap analysis of PITB's structure, mandate, personnel, funding, data storage capacity and data security protocols related to effective implementation of the high priority provincial and foreign funded projects including PRIDE and identify the gaps vis a vis restructuring, reallocation, redundancies, health check, efficiency assessment and realignment of PITB in the light of PITB laws and rules, mandate and IT Policy;
- ii. Review the mandate, institutional strategy, business processes, human resource management, financial management, IT Policy, rules and laws governing PITB and propose amendments, if any, after consultation/feedback sessions with the relevant stakeholder departments of GoPb, especially P&D and PITB Core Team;
- iii. Assess the role of private sector in the development of IT sector and in the development of IT systems for Public Sector institutions in Punjab and propose the ways in which PITB can liaison with the private sector to further facilitate the industry;
- iv. Assess training needs and requirement of the PITB Core Team and staff for implementing the current and future IT related programs;





v. Develop a comprehensive Capacity Building Strategy and Plan based on findings of the Capacity Needs Assessment.

3) **Time Duration of the Proposed Consultancy and Deliverables:**

Time Duration: 4 Months

<b>Activity</b>	<b>Deliverable</b>	<b>Time allocated</b>
Design, methodology and detailed work plan	Inception Report with Tools and Methodology	0.5 Month
Inception meeting		
Initial briefing		
Assessment	Draft Report and a presentation on initial findings	2.5 Months
Workshop to present findings		
Finalization of Report	Final report and presentation on final report/findings	1 Month
Presentation on the final report and findings		

**Deliverables:**

The following deliverables are expected:

- Inception Report
- Draft Feasibility Report including Capacity Needs Assessment
- Gap Analysis
- Capacity Building Strategy (CBS)
- Final Feasibility Report
- Action Plan prioritizing capacity areas for development
- Presentation on the feasibility report, CBS and action plan



5. Tentative Core team of experts required for the assignments indicating the academic & experience requirements.

Sr. #	Person	Qualification	Minimum Experience
1	Team Leader	Minimum 16 years education or doctoral-level qualification in Policy and Planning, Project Management, Organizational Development, HR, or related areas.	<ul style="list-style-type: none"><li>● At least 20 years of experience in business consulting including restructuring and capacity building projects, business process reengineering preferably experience of working with public sector.</li><li>● At least 10 years of mid to senior level work experience in the area of change management, or restructuring (policy making, organizational development, institutional management and capacity building).</li></ul>
2	HR Expert	Minimum 16 years education in HRM, HRD/MBA(HR)	<ul style="list-style-type: none"><li>● At least 12 years of experience in HR management.</li><li>● Specialist in HR policies and procedures.</li><li>● Expertise in development of performance management mechanism for IT related institutions.</li></ul>
3	Legal Expert	Minimum LLM/Master's in Law in relevant field	<ul style="list-style-type: none"><li>● Minimum of 12 years of relevant experience</li><li>● Experience in performing legal review and preparation of legal frameworks for public sector entities</li><li>● Demonstrated understanding of provincial and federal legal regime</li></ul>
4	Information Security Expert	Minimum 16 years education in IT/Information Security/Computer Engineering/Software Engineering or equivalent	<ul style="list-style-type: none"><li>● Minimum of 12 years of relevant experience with at least 03 years' experience in identifying loopholes in information security system</li><li>● Demonstrated knowledge of formulating and implementing data protection protocols at an international level</li></ul>
5	IT Expert	Minimum 16 years education in IT/Computer Engineering/Software Engineering or equivalent	<ul style="list-style-type: none"><li>● Minimum of 12 years of IT/Computer Engineering/Software Engineering experience</li><li>● Demonstrated knowledge of latest trends in IT and understanding of function of public sector IT organizations</li></ul>



## Government of the Punjab, Planning & Development Board

6	Financial Expert	Minimum 16 years education in Finance, CA, ACCA or equivalent, MBA (Finance)	<ul style="list-style-type: none"><li>• Minimum of 12 years of experience in financial planning/management.</li><li>• At least 8 years of experience in public financial planning and budgeting, revenue management and budget allocation in the public or private sector</li><li>• Demonstrated knowledge of financial forecasting, financial analysis and public financial management</li></ul>
7	Business Process Reengineering Expert	Minimum 16 years education in organizational development, IT	<ul style="list-style-type: none"><li>• Minimum of 12 years of experience of organizational development with at least 5 years' experience in Business Process Reengineering</li><li>• Proven experience in business process reengineering, process mapping and organizational restructuring of IT or related discipline</li></ul>

### 6. **Role of the Client**

- i. The Client Agency will facilitate the consultant to obtain any official documentation which may be required for the execution of this study.
- ii. The Client Agency will monitor the execution of the project on the given objective / deliverable and to ensure payment accordingly.

### 7. **Professional liability of the consultant**

Professional liability as stated in the prevalent conduct and practice of consulting engineering firms prescribed by PEC and as given under Rule-54 of Punjab Procurement Rules 2014 shall be applicable to the consultant.



**SECTION 6: DRAFT FORMS OF CONTRACT**  
Consultant's Services  
**(Lump-Sum)**



**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name** Capacity Enhancement of PITB

**[ADP] No.** 7042

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

**between**

Planning & Development Board  
***[Name of the Procuring Agency]***

**and**

\_\_\_\_\_  
***[Name of the Consultant]***

**Dated:** \_\_\_\_\_





## Form of Contract

### LUMP-SUM

*[Text in brackets [ ] in italics is for guidance purposes and should be deleted in the final text]*

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Planning & development Board* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:]* "...(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture/ Consortium (name of the JV/ Consortium) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract, supplementing without violating the General Conditions;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price



Appendix D: Form of Advance Payments Guarantee

Appendix E Code of Conduct (ES) [**Note to Procuring Agency:** to be included for supervision of infrastructure Contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendices: Appendix A; Appendix B; Appendix C; Appendix D and Appendix E [**Note to Procuring Agency:** to be included for supervision of infrastructure (such as Plant or Works) Contracts and for other consulting service where the social risks are substantial or high]; . Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of Planning & Development Board

---

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture/ Consortium]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture/ Consortium]*

*[Name of the lead member]*

---





*[Authorized Representative on behalf of a Joint Venture/ Consortium]*

*[add signature blocks for each member if all are signing]*



## General Conditions of Contract

### A. GENERAL PROVISIONS

1. **Definitions**
- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bidder”** means Consultant, Contractor, JV/ Consortium, a person, firm, company or an organization who or which undertakes to supply goods, services or works; the terms are interchangeable;
  - (c) **“Consultant”** means an individual Consultant or a consulting firm as the case may be;
  - (d) **“Contract”** means an agreement enforceable by law;
  - (e) **“Contractor”** means a person, Consultant, firm, company, a Joint Venture/Consortium or an organization who undertake to supply goods, services or works;
  - (f) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its Contract, including the staff, labor and other employees of the Contractor and each Sub-Contractor; and any other personnel assisting the Contractor in the execution of the Contract to be supervised by the Consultant (if applicable).
  - (g) **“Day”** means calendar day unless indicated otherwise.
  - (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV/ Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (j) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
  - (k) **“GCC”** means these General Conditions of Contract.
  - (l) **“Government”** means the Government of Pakistan.



- (m) **“Joint Venture (JV)”** means an association distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (n) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) **“Local Currency”** means the currency of Pakistan
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (q) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **Procuring Agency”** means:- The government office/ entity procuring the Services.
- (s) **Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (t) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-ridden.
- (u) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

**Relationship between the Parties**

- 2.1. The Consultant shall be responsible to the Procuring Agency for the satisfactory work done as per the Contract agreement. He shall also be held responsible for the services provided by him as per rule 54



	of the PPR-14. This Contract shall govern the relationship between the Procuring Agency and the Consultant.
<b>Law Governing Contract</b>	3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, unless otherwise specified in <b>SCC</b> .
<b>Language</b>	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the <b>SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>Headings</b>	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
	5.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
<b>Communications</b>	6.1. Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the <b>SCC</b> .
	6.2. A notice, request or consent shall be effective 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 <b>SCC</b> .
<b>Location/Site</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Agency's country or elsewhere, as the Procuring Agency may approve.
<b>Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture or a Consortium, the members hereby authorize the member specified in the <b>SCC</b> 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 Procuring Agency.



- Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.
- Fraud and Corruption** 10.1 Punjab Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts.
- 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt practices in competing for the Contract. The corrupt practices are explained in S-2(d) of PPRA Act, 2009
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions: S-2(d) and S-17(A) of PPRA Act, 2009 and rule 21, read with Schedule appended with, PPR-14.
- a. Commissions and Fees** 10.1. The Procuring Agency requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.



**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

<b>Effectiveness of Contract</b>	11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>Termination of Contract for Failure to Become Effective</b>	12.1. If this Contract does not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written notice to the other Party, cancel the Contract.
<b>Commencement of Services</b>	13.1. The Consultant shall confirm availability of Key Experts and other experts/ personnel required for carrying out the Services after the Effective Date as specified in the <b>SCC</b> .
<b>Expiration of Contract</b>	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
<b>Entire Agreement</b>	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>Modifications or Variations</b>	16.1. Any modification or variation of the terms and conditions of this Contract, may only be made by written agreement between the Parties, as per PPR-14. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.  16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
<b>Force Majeure</b>	
<b>a. Definition</b>	17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, terror attack, storm, flood or other



adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Contractors or agents or employees such as: any grenade attack or bomb explosion or armed attack which could have been prevented by taking better security measures, provided Security of the site is indicated in the Contract as Consultant responsibility; (ii) any event which a diligent Party is reasonably expected to anticipate and take into account before entering into the Contract or for which precautionary measures could have been taken or any hurdles could have been avoided or overcome in carrying out the contractual obligations.

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

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

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

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

**a. By the Procuring Agency** 19.1.1. 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. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); at least five (5) calendar days' written notice in case of the event referred to in (f); and, on 24 hours written/electronic notice, or as mentioned in the SCC, in case of event referred to in (g):





- (a) If the Consultant fails to rectify a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity) or if any of its members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

19.1.2. Furthermore, if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant, for satisfactory work, pursuant to this Contract



and not subject to dispute pursuant to Clause GCC 45.1 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) 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) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right or liability which a Party may have under the Law/ Rules.

**d. Cessation of Services**

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

**e. Payment upon**

19.1.6. Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:



- Termination**
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

### C. OBLIGATIONS OF THE CONSULTANT

#### General

- a. **Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Contractors, as per Contract, as are required to carry out the Services.

20.3. The Consultant may sub-contract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Procuring Agency.
- b. **Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Laws of the province of Punjab and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.
- Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. **Consultant Not to Benefit from**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the



- Commissions, Discounts, etc.** Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or gift or illegal gratification or bribe.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 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-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.



<b>Liability of the Consultant</b>	23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be as provided by the Applicable Law.
<b>Insurance to be Taken out by the Consultant</b>	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
<b>Accounting, Inspection and Auditing</b>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Contractors to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its agents (where declared or not), Sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit, the Procuring Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or Contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Agency. The Consultant's and its Sub-Contractors' and sub-Contractors' attention is drawn to Sub-Clause 10.1 (regarding Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to Contract termination.</p>
<b>Reporting Obligations</b>	26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix, including maintain a dashboard for monitoring progress.
<b>Proprietary Rights of the Procuring Agency in</b>	27.1 Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the



**Reports and Records** absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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

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

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

**Code of Conduct** 29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS**



<b>Description of Key Experts</b>	<p>30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p>
<b>Replacement of Key Experts</b>	<p>31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, as agreed by the Procuring Agency, and at the same rate of remuneration.</p>
<b>Removal of Experts or Sub-Contractors</b>	<p>32.1 If the Procuring Agency finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<b>Assistance and Exemptions</b>	<p><b>E. OBLIGATIONS OF THE PROCURING AGENCY</b></p> <p>33.1 Unless otherwise specified in the <b>SCC</b>, the Procuring Agency should use its best efforts to:</p>



- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-Contractors employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (e) Assist the Consultant, any Sub-Contractors and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**Access to Project  
Site**

34.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The





Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-Contractors or the Experts of either of them.

**Change in the  
Applicable Law  
Related to Taxes  
and Duties**

35.1 If, after the date of this Contract, there is any change in the applicable law in the country 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**Services, Facilities  
and Property of  
the Procuring  
Agency**

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

**Counterpart  
Personnel**

37.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

37.2 If professional and counterpart personnel support fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency may take appropriate measures in this regard in the interest of the Contract.

**Payment Obligation**

38.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant for the satisfactory completion of deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**



<b>Contract Price</b>	39.1 The Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Appendix C</b> .
<b>Taxes and Duties</b>	40.1 The Consultant, Sub-Contractors and Experts are responsible for meeting any and all tax liabilities, direct and indirect, arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
<b>Currency of Payment</b>	41.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
<b>Mode of Billing and Payment</b>	<p>42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.</p> <p>42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule stated in the <b>SCC</b>.</p> <p>42.2.1 <u>Advance payment:</u> Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in <b>Appendix D</b>, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal portions against the lump-sum installments specified in the <b>SCC</b> until said advance payments have been fully set off.</p> <p>42.2.2 <u>The Lump-Sum Installment Payments.</u> The Procuring Agency shall pay the Consultant within thirty (30) days after the satisfactory receipt by the Procuring Agency of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Agency does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Agency shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>



42.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Agency, including the completion of the defect liability period and/ or the warranty period, if applicable. The Services shall then be deemed completed and finally accepted by the Procuring Agency. The last lump-sum installment shall be deemed approved for payment by the Procuring Agency within thirty (30) calendar days after receipt of the final report by the Procuring Agency unless the Procuring Agency, within such thirty (30) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.4 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**Interest on Delayed Payments**

43.1 If the Procuring Agency had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 42.2.2 , for the satisfactory completion of deliverables, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**Arbitration**

45.1 Any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or



after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

45.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with this Contract and the Arbitration Act, 1940.

45.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.





### I. CORRUPT PRACTICES

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii) collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

### Blacklisting & Debarment:



Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**17A. Blacklisting.**– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and



(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

**SCHEDULE**

see sub-rule (6) of rule 21

**BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.





4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debaring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.



14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.



## Special Conditions of Contract

*[Notes in italics in brackets [ ] are for guidance purposes only and should be deleted in the final text of the signed Contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p><b>The Contract shall be construed in accordance with the laws of the province of Punjab.</b></p> <p><i>[However, the Parties may consider the option of choice of law and choice of forum, if the same has been acceded to by the Government, and it is protected by the respective statutory instrument.]</i></p>
4.1	<p><b>The language is:</b> _____ <i>[insert the language].</i></p>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Procuring Agency :</p> <p>_____ <u>Planning &amp; Development Board</u></p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>_____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture or a Consortium consisting of more than one entity, the name of the JV/ Consortium member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV/ Consortium is</b> _____ _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p>



	<p><b>For the Procuring Agency:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
<b>11.1</b>	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert "N/A" or list the conditions]</i></p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>
<b>21 b.</b>	<p><b>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p>



<b>23.1</b>	<p><b>No additional provisions.</b></p> <p><i>[Notes to the Procuring Agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency.]</i></p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p><b>(b) Third Party liability insurance, with a minimum coverage of</b> <i>[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"];</i></p> <p><b>(c) employer's liability and workers' compensation insurance in respect of the experts and Sub-Contractors in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</b></p> <p><b>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</b></p>
<b>27.1</b>	<p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
<b>27.2</b>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, which is normally the case, the following could be used:]</i></p> <p><b>The Consultant shall not use these</b> <i>[insert what applies.....documents and software.....]</i> <b>for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</b></p>



Government of the Punjab, Planning & Development Board

<b>29. Code of Conduct</b>	<p>The Consultant is “required” / “not required” <i>[select option as applicable]</i> to have a Code of Conduct for Experts as per the policy of the concerned Procuring Agency.</p> <p><b><i>[Note to Procuring Agency: Consultants are required to have a Code of Conduct for experts for supervision of infrastructure Contract (such as Plant or Works) and for other consulting services where the social risks are substantial or high. Additional provisions may be added by the Procuring Agency w.r.t. specific respective requirements.]</i></b></p>
<b>33.1 (a) through (e)</b>	<p><i>[List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</i></p>
<b>33.1(f)</b>	<p><i>[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 33.1(f).]</i></p>
<b>39.1</b>	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable]</i> <b>[indicate: inclusive or exclusive]</b> of local direct and indirect taxes.</p> <p><i>[It is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price].</i> The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized in the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<b>40.1 and 40.2</b>	<p><b>The Procuring Agency warrants that</b> <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-Contractors and the Experts shall be exempt from ”</i></p> <p>OR</p>



	<p>If ITC 16.3 does not indicate the exemption then it is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price]. The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p>
42.2	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> <i>[insert the name of the deliverable, date due, amount of the installment as percentage of the total Contract price, the currency, mode of verification of the satisfactory completion of the deliverable and any other important aspect, eg: Inception Report, 15<sup>th</sup> March, 5% of the Contract amount, Pak rupees, Consultant Selection Committee under the Secretary Agriculture will approve on the verification of DG Agriculture Extension etc. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 42.2.1]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____ .....: _____</p> <p><b>Final payment:</b> _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i></p>
42.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"><li>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring Agency. The advance payment will be set off by the Procuring Agency in equal portions against <i>[list the payments against which the advance is offset]</i>.</li><li>(2) The advance bank payment guarantee shall be in the amount and in the currenc(ies) of the advance payment.</li></ol>



	(3) The bank guarantee will be released when the advance payment has been fully set off.
<b>42.2.2</b>	<b>The accounts are:</b>  for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
<b>43.1</b>	<b>The interest rate is:</b> <i>[insert rate]</i> .
<b>45.1</b>	<p>[Procuring Agency will describe the mechanism for dispute settlement. Following is the guidance.]</p> <p><b>Dispute Resolution</b></p> <ol style="list-style-type: none"><li>i. If any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</li><li>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li><li>iii. At the event of failure of mediation to resolve the dispute relating to this Contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act, 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[insert name of city]</i>, Pakistan and proceedings will be conducted in English language.</li><li>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion. Both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li><li>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.</li></ol>





	<p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p><b>Arbitrator's fee:</b> The fee shall be specified in Pak Rupees, which shall be shared equally by both parties.</p> <p><b>Appointing Authority for Arbitrator:</b> By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the the Chief Secretary, Punjab/ Chairman PPRA, for appointment of sole arbitrator. The Chief Secretary, Punjab/ Chairman PPRA may depute any impartial person (serving or retired/ as the sole arbitrator to resolve the dispute between the parties.</p> <p><b>Rules of procedure for arbitration proceedings:</b> Any dispute between the Authority and a Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred for arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940.</p> <p><b>Place of Arbitration and Award:</b> The arbitration shall be conducted in English language and place of arbitration shall be at <i>[insert name of the city]</i>. The award of the arbitrator shall be final and shall be binding on the parties.</p>



## Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Agency’s input, mode of verification of the satisfactory completion of the deliverables, counterpart personnel assigned by the Procuring Agency to work with the Consultant’s team; specific tasks or actions that require prior approval by the Procuring Agency etc.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modifications, if any, based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized in the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

*[When the Consultant has been selected under Quality-Based Selection method, also add the following:]*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’



Representations regarding Costs and Charges” submitted by the Consultant to the Procuring Agency prior to the Contract’s negotiations.

“Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 42.2.3 of this Contract.”



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**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

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

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature

Date



**Government of the Punjab, Planning & Development Board**

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Name and Title: \_\_\_\_\_



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Procuring Agency]*

**Date:** \_\_\_\_\_ *[insert date]*\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*\_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture/ Consortium, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the Contract]* dated \_\_\_\_ *[insert date]*\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* ( \_\_\_\_\_ ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



## Government of the Punjab, Planning & Development Board

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It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of *[month]*\_\_\_\_\_, *[year]*\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."