



GOVERNMENT OF KHYBER PAKHTUNKHWA FUND MANAGEMENT UNIT (FMU) FINANCE DEPARTMENT



Finance Department, Civil Secretariat, Peshawar



finance.gkp.pk



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REQUEST FOR PROPOSAL (RFP) (Consulting Service)

HIRING OF AUDIT FIRM

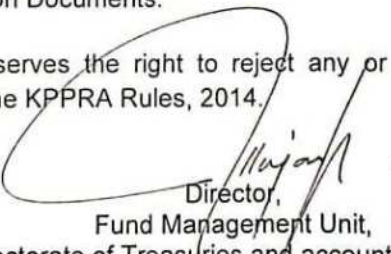
The Government of Khyber Pakhtunkhwa (GoKP) Finance Department invites sealed technical and financial proposals from experienced Chartered Accountant minimum Category "B" firms from State Bank of Pakistan's Panel of Auditors for the purpose of financial audit of the Funds. The firm must have valid registration with tax (Income Tax, KPRA and SECP) and other relevant authorities, including ICAP. The audit firms submitting their bids must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan and Khyber Pakhtunkhwa Revenue Authority (KPRA).

Bid Solicitation Documents (BSD), containing detailed terms and conditions etc. can be downloaded by the interested bidders from <https://www.finance.gkp.pk>, <http://www.kppra.gov.pk> and E-pad. Prospective bidders may request a clarification on the bidding documents before the closing date.

Proposals prepared in accordance with the instructions provided in the BSD, must reach at following address as well as on E-pad on or before 3rd February, 2026 at 1200 Hrs. Technical bids will be opened on the same day at 1400 Hrs. In case the day of bid submission and technical bid opening falls on a public holiday, next working day shall be considered as deadline for the same.

Bidders are strongly advised to come prepared with the requirements of the clients by going through the Bid Solicitation Documents.

The Procuring Entity reserves the right to reject any or all the bids as per provisions contained in Rule 47 of the KPPRA Rules, 2014.


Director,
Fund Management Unit,
Directorate of Treasuries and accounts building,
Khyber Road, Peshawar Cantt
Ph:091-9210661
Email: rbdcunit2014@gmail.com

BID SOLICITATION DOCUMENT

FOR

HIRING OF FIRM FOR FINANCIAL AUDIT OF GOKP FUNDS

**FUND MANAGEMENT UNIT (FMU), GOVERNMENT OF KHYBER
PAKHTUNKHWA FINANCE DEPARTMENT**

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Section 1. Instructions to Firm

Instructions to Firm

Definitions

- a) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- b) "Data Sheet" means that part of the Instructions to Firms which specifies assignment specific information and conditions.
- c) "Day" means calendar day including holiday.
- d) "Firm" means a professional entity or individual capable of studying, designing, organizing, evaluating and managing projects, or of assessing, evaluating and providing specialist advice or technical assistance for policy formulation, institutional reforms or related assignments. The term includes inter alia, private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individual consultants.
- e) "Government" means the Government of Khyber Pakhtunkhwa.
- f) "Instructions to Firms" means Section 1 of the RFP which provides all necessary information to Firms for the preparation and submission of Proposals.
- g) "Procuring Entity (PE)" means
 - i. any Department or any office of Government including a project unit; or
 - ii. any Board, Commission, Council or other bodies established by or under a provincial law; or
 - iii. any semi-autonomous or autonomous bodies owned or controlled by Government;
- h) "Proposal" means the Technical Proposal and the Financial Proposal.
- i) "Province" means the Khyber Pakhtunkhwa;
- j) "RFP" means the Request for Proposal prepared by the PE for the selection of Firm.
- k) "Terms of Reference" (TOR) means Section-5 of the RFP which defines the objectives, scope of work, activities, tasks to be performed, responsibilities of the PE and the Firm, and the exacted outputs and deliverables of the assignment.

SECTION – 2: INFORMATION TO FIRMS

2. Introduction

- 2.1 The PE named in the Data Sheet shall select a firm (the Firm) from those who invited through the Letter of Invitation, in accordance with the selection method specified in the Data Sheet.
- 2.2 The eligible Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The submitted Proposal shall form the basis for contract negotiations and, subsequently, the execution of a Contract with the selected Firm.
- 2.3 Firms are required to familiarize themselves with all applicable rules, conditions and requirements and to take them into account while preparing their Proposals. Firms are encouraged to attend a pre-proposal conference, if specified in the Data Sheet; however, attendance shall be optional. Firms may seek clarifications from the PE's representative named in the Data Sheet to gain a better understanding of the assignment.
- 2.4 Firms shall bear all costs associated with the preparation and submission of their proposals and participation in contract negotiations. The PE reserves the right to annul the selection process at any stage prior to the award of Contract, without thereby incurring any liability to the participating Firms.
- 2.5 The PE may provide such facilities and inputs as specified in Data Sheet

3. Conflict of Interest

- 3.1 Firms shall provide professional, objective, and impartial advice and shall at all times place the interests of the PE above all others. Firms shall avoid conflicts of interest with other assignments or with their own corporate interests. Firms are required to disclose any actual or potential conflict of interest that may affect, or reasonably be perceived to affect, their ability to serve the best interests of the PE. Failure to disclose such circumstances may result in disqualification or termination of the Contract.
- 3.2 Without limitation the generality of the foregoing, a Firm, and its affiliates, shall be considered to have a conflict of interest and shall be ineligible for selection under the following circumstances:
 - (i) A Firm engaged by the PE to provide goods, works or non-consulting services for a project or any of its affiliates, shall be disqualified from providing consulting services related to such goods, works or services. Conversely, a firm engaged to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently

- providing goods or works or non-consulting services directly related to those consulting services
 - (ii) A Firm or any of its affiliates shall not be engaged for an assignment that, by its nature, creates a conflict with another assignment of the Firm for the same or for another PE.
 - (iii) A Firm that has a business or family relationship with a member of the PE's staff who is directly or indirectly involved in the preparation of the ToR, the selection process, or the supervisions of the Contract, shall not be awarded a Contract, unless the conflict has been satisfactorily resolved
- 3.3 Government officials and civil servants may be hired as Firms only if:
- (i) They are on leave without Pay;
 - (ii) They are not being hired by the Entity they served within six months prior to proceeding on leave; and
 - (iii) Such engagement does not result in any conflict of interest.

4. Fraud and Corruption

- 4.1 It is the policy of the Government that Firms observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the PE shall follow the Khyber Pakhtunkhwa Public procurement Rules 2014 which defines "Corrupt and fraudulent practices as the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to improperly influence the actions of another party or any act or omission, including misrepresentation, that knowingly or recklessly misleads a party to obtain a financial or other benefit or to avoid an obligation:
- Under Rule 44 of KPPR Rules 2014, "the PE may inter alia blacklist firms found to be involved in corrupt or fraudulent practices.
- Such action shall be duly publicized and communicated to the KPPRA, provided that the Firm concerned shall be afforded an adequate opportunity of being heard".

5. Integrity Pact

- 5.1 Pursuant to Rule 5 of KPPRA Rules, 2014, the Firm shall be required to execute an Integrity Pact, in the prescribed format attached hereto for procurements with an estimated value exceed Rs. 2.5 million

6. Eligible Firms

- 6.1
- (i) All Firms shall meet the following minimum eligibility
 - (ii) criteria:
 - (iii) possess the legal capacity to enter into a Contract;
 - (iv) possess the prescribed technical and professional
 - (v) competence
- not be insolvent or bankrupt
- not be in the process of winding up, nor have its assets placed under receivership, nor have its business

- (vi) activities suspended, nor be subject to any pending legal proceedings relating thereto; and have fulfilled all statutory obligations under the laws in force

7. Only One Proposal

- 7.1 A Firm may submit only one Proposal. Submission of more than one Proposal, or participation in multiple Proposals, including through Sub-Firms or individual experts, shall result in disqualification

8. Proposal Validity

- 8.1 Proposals shall remain valid for the period specified in the Data Sheet. During this period, Firms shall ensure the availability of the proposed professional staff nominated in the proposal. The PE may request an extension of Proposal validity, and Firms agreeing thereto shall confirm continued staff availability or propose suitable replacements of equal or superior qualifications

9. Clarification and Amendment in RFP

- 9.1 Firms may seek clarifications in writing prior to the Proposal submission deadline. The PE shall respond in writing within three (03) calendar days and circulate the response to all Firms without identifying the source of the query. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 9.2 The PE may amend the RFP by issuing an addendum or corrigendum at least five (05) days prior to the submission deadline. Such amendment shall be binding, and the PE may extend the submission deadline, if required.

10. Preparation of Proposals

- 10.1 Firms are required to examine the RFP documents carefully. Material deficiencies may result in rejection of the Proposal.
- 10.2 Either the estimated staff-months or the budget shall be indicated in the Data Sheet, but not both. Proposals shall be prepared based on the Firm's own estimates.

11. Language

- 11.1 Proposals and all correspondence shall be in English. Working knowledge of national or regional languages of Islamic Republic of Pakistan

12. Technical Proposal Format and Content

- 12.1 While preparing the Technical Proposal, Firms must give Particular attention to the following:
 - (i) Firms shall give due consideration to expertise, staffing, experience, and methodology as specified in the Section 3. The international Firms are encouraged to seek the participation with the local firms.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position (Section 3, form tech – 6).
- 12.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3, Form Tech – 1):
- (i) A brief description of the firm organization and an outline of recent experience on assignments (Section 3 Form Tech 2A & B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3 Form Tech 3A & B).
 - (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3 Form Tech – 5)
 - (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3 Form Tech – 6). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last 10 years.
 - (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 3 Form Tech – 7)
 - (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3 Form Tech – 4).
 - (vii) Any additional information requested in the Data Sheet
- 12.3 The Technical Proposal shall not contain any financial information. However, the bidder shall include a duly signed certificate confirming that the Call Deposit Receipt (CDR) has been placed in a sealed envelope within the Financial Proposal.

13. Financial Proposals

- 13.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). Financial Proposals shall detail all costs related to the assignment, including remuneration and reimbursable expenses. Alternatively, Firm may provide their own list of cost. If appropriate, these costs should be broken down by

activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

13.2 A bid security equivalent to two percent (2%) of the total bid amount, in the form of CDR, shall be enclosed in a sealed envelope within the Financial Proposal.

14 Taxes

14.1 The Firm shall be liable for all applicable taxes and stamp duties at a rate prevailing on the date of contract agreement unless exempted by the competent authority

15. Submission, Receipt, and Opening of Proposals

15.1 The Proposal shall contain no interlineations, erasures or overwriting. The submission letters for both Technical and Financial Proposals shall be prepared strictly in accordance with the formats prescribed as TECH-1 of Section 3 and FIN-1 of Section 4 respectively. All Pages of the original Technical and Financial Proposals shall duly initialed with stamped by an authorized representative of the Firms. The authorization shall be supported by a written Power of Attorney, which must be submitted alongwith the Proposal.

15.2 All required copies of the Technical Proposal shall be reproduced from the original. In the event of any discrepancy between the original Technical Proposal and its copies, the contents of the original shall prevail.

15.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and the cautionary statement "Do Not Open with Technical Proposal". Failure to submit the Financial Proposal in a separate, duly sealed, and properly marked envelope shall render the Proposal non-responsive.

15.4 The complete Proposals must be delivered to the address specified in the Data Sheet and received by the PE no later than the date and time indicated therein, or as may be extended by the PE. Any proposal received after the prescribed deadline shall be returned unopened. To avoid delays to postal or internal dispatch processes of the PE, Firms submitting proposals through courier services are advised to ensure delivery at least one day prior to the submission deadline.

16. Proposal Evaluation

16.1 From the date of opening of Proposals until the award of contract, the Firms shall not communicate with the PE on any matter related to its Technical and/or Financial Proposal. Any attempt by a Firms to influence the PE during examination, evaluation, ranking of Proposals, or

recommendation for award of Contract may result in the rejection of its Proposal.

- 16.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation has been fully completed.

17. Evaluation of Technical Proposals

- 17.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, in accordance with the evaluation criteria, and point system specified in the relevant Section. Each responsive Proposal shall be assigned a technical score. Any Proposal failing to attain the minimum technical score shall be rejected at this stage.

- 17.2 Upon completion of the technical evaluation, the PE shall notify in writing those Firms that have achieved the minimum qualifying technical score, indicating the date, time and venue for opening of Financial Proposals, allowing reasonable notice. Attendance of firms at the opening of Financial Proposals shall be optional. Financial proposals of firms that fail to secure minimum qualifying marks shall be returned unopened.

18. Evaluation of Financial Proposals

- 18.1 The Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms and their respective technical scores shall be announced aloud. The Financial Proposal of the Firms that have met the minimum qualifying technical score shall first be examined to confirm that they remain sealed and unopened, after which it shall be opened and the total prices read aloud and recorded. A copy of the record of the opening shall be furnished to all Firms

- 18.2 The Evaluation Committee shall correct any computational errors. In the event of discrepancy between a partial amount and the total amount, or between amounts expressed in words and figures, the partial amounts and the amounts in words shall prevail respectively. In addition to the above corrections, activities or items described in the Technical Proposal but not priced in the Financial Proposal shall be deemed to be included in the prices of other activities or items.

19. Negotiation

- 19.1 Negotiations shall be conducted at the date and address specified in the Data Sheet. The firm invited for negotiations shall, as a precondition for participation, confirm the availability of all professional staff proposed and subject to review. Failure to satisfy this requirement may result in the PE proceeding to negotiate with the next ranked Firm. Representatives conducting negotiations on behalf of the Firm shall possess written authority to negotiate and conclude a Contract.

20. Technical negotiations

20.1 Technical Negotiations shall include detailed discussion on the Firm's Technical Proposal, including the proposed technical approach and methodology, work plan, organization structure, staffing arrangements, and any suggestions for improvement of the Terms of Reference. The PE and the selected Firm shall finalize the ToR, staffing schedule, work schedule, logistics, and reporting requirements. These finalized documents shall be incorporated into the Contract as the "Description of Services". The minutes of negotiations duly signed by the PE and the Firm, shall form an integral Part of Contract Agreement.

21. Financial negotiations

21.1 Where applicable, prior to the commencement of financial negotiations, the Firm shall contact the relevant local tax authorities to ascertain its tax liabilities under the Contract. Financial negotiations shall include clarification of the Firm's tax obligations, the manner in which such obligations shall be reflected in the Contract, and adjustment of the financial proposal to reflect any agreed technical modifications. The Firm shall provide the PE with details of remuneration rates in accordance with the Appendix attached to Section 4 (Financial Proposal – Standard Forms) of this RFP.

22. Availability of Professional staff / experts

22.1 Since the Firm has been selected, inter alia, on the basis of the qualifications and experience of the proposed Professional staff, the PE expects to negotiate the Contract on the basis of the staff named in the Proposal. Prior to contract negotiations, the PE shall require assurances regarding the actual availability of such staff. Substitution of Professional staff during negotiations shall not be permitted unless both Parties agree that such substitution has become unavoidable due to undue delays in the selection process or due to exceptional circumstances such as death or medical incapacity. In the absence of such circumstances, if it is established that Professional staff were proposed without confirming their availability, the Firm may be disqualified. Any proposed substitute shall possess qualifications and experience equal to or higher than those of the originally proposed staff and shall be submitted within the time period specified in the letter of invitation to negotiate.

23. Award of Contract

23.1 Upon completion of negotiations, the PE shall award the Contract to the selected Firm within fifteen (15) days of issuance of the letter of acceptance or award. The PE shall publish the results of the bidding process on the website of the Authority, on its own website or E-Pad, where applicable, including the procuring entity's identifying number, evaluation report, form of contract, letter of award, and bill of quantities or schedule of

requirements, as applicable. The PE shall announce the final results of the bid evaluation, along with reasons for acceptance or rejection of bids, at least ten (10) days prior to the award of the Contract and shall place the same on its and the Authority's websites.

23.2 Following publication of the award of Contract, the Firm shall submit a Performance Security at the rate specified in the Data Sheet.

23.3 The Firm shall commence the assignment on the date and at the location specified in the Data Sheet

24. Confidentiality

24.1 Information relating to the evaluation of Proposals and recommendations concerning the award of Contract shall not be disclosed to Firms that submitted Proposals or to any other persons not officially concerned with the process until the publication of the Contract award. Any undue use of confidential information by a Firm may result in the rejection of its Proposal.

SECTION 2: INFORMATION TO FIRMS - DATA SHEET

A. DATA SHEET

| 1.1 | <ul style="list-style-type: none">▪ Name of the Assignment: Hiring of firm for Financial Audit of Government of Khyber Pakhtunkhwa (GoKP) Funds as per detail given below:<table><tr><th>Sr. #</th><th>Fund</th><th>Audit Period</th></tr><tr><td>1.</td><td>General Provident Investment Fund</td><td>2014-15 to 2024-25</td></tr><tr><td>2.</td><td>Pension Fund</td><td>2014-15 to 2024-25</td></tr><tr><td>3.</td><td>Hydel Development Fund</td><td>2014-15 to 2024-25</td></tr><tr><td>4.</td><td>Retirement Benefit And Death Compensation Fund</td><td>2016-17 to 2024-25</td></tr><tr><td>5.</td><td>Debt Management Fund</td><td>2024-25</td></tr></table>▪ The Procuring Entity official (s): Additional Secretary / Secretary Boards, and Director, Fund Management Unit (FMU), Finance Department.▪ Address: GoKP, Finance Department, Civil Secretariat, Peshawar. | Sr. # | Fund | Audit Period | 1. | General Provident Investment Fund | 2014-15 to 2024-25 | 2. | Pension Fund | 2014-15 to 2024-25 | 3. | Hydel Development Fund | 2014-15 to 2024-25 | 4. | Retirement Benefit And Death Compensation Fund | 2016-17 to 2024-25 | 5. | Debt Management Fund | 2024-25 |
|-------|---|--------------------|------|--------------|----|-----------------------------------|--------------------|----|--------------|--------------------|----|------------------------|--------------------|----|--|--------------------|----|----------------------|---------|
| Sr. # | Fund | Audit Period | | | | | | | | | | | | | | | | | |
| 1. | General Provident Investment Fund | 2014-15 to 2024-25 | | | | | | | | | | | | | | | | | |
| 2. | Pension Fund | 2014-15 to 2024-25 | | | | | | | | | | | | | | | | | |
| 3. | Hydel Development Fund | 2014-15 to 2024-25 | | | | | | | | | | | | | | | | | |
| 4. | Retirement Benefit And Death Compensation Fund | 2016-17 to 2024-25 | | | | | | | | | | | | | | | | | |
| 5. | Debt Management Fund | 2024-25 | | | | | | | | | | | | | | | | | |
| 2.2 | The Financial Proposal shall be submitted along with Technical Proposal: <u>YES</u> Interested and eligible bidders are required to submit the Technical Proposal & Financial Proposal separately, duly sealed, within a single outer envelope. The inner envelopes shall be clearly marked as “Technical Proposal” and “Financial Proposal” , respectively. | | | | | | | | | | | | | | | | | | |
| 2.5 | The Procuring Entity shall provide the following inputs/facilities to the selected firm, as required: <ul style="list-style-type: none">▪ Office space (If needed)▪ Financial Statements and any other relevant information necessary for execution of the assignment | | | | | | | | | | | | | | | | | | |
| 5.1 | The Firm shall be required to sign Integrity Pact for procurement with an estimated cost exceeding PKR 2.5 million. | | | | | | | | | | | | | | | | | | |
| 8.1 | The validity period of the bids/proposals shall be ninety (90) days from the date of submission. | | | | | | | | | | | | | | | | | | |
| 9.1 | Clarifications, if any, may be requested not later than one (01) day prior to the proposal submission deadline on the following address: “1 st Floor, Directorate of Treasuries & Accounts Building, near Khyber Pakhtunkhwa Bar Council Building, Khyber Road, Peshawar”. E-mail: rbdcunit2014@gmail.com | | | | | | | | | | | | | | | | | | |

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|------|--|
| 11.1 | The proposal and all related correspondence exchanged between the firms and the Procuring Entity shall be in English . However, it is desirable that the firm's personnel possess working knowledge of the national and regional languages of the Islamic Republic of Pakistan |
| 12.2 | The successful firm shall deploy the required professional staff for the assignment within five (05) days of signing of the contract |
| 13.1 | The quoted price shall be inclusive of all direct and indirect costs, including all applicable taxes such as FBR, KPRA, and any other |
| 13.2 | Submission of bid security equivalent to two percent (2%) of the bid amount is mandatory at the time of submission of the Technical Proposal |
| 14.1 | All amounts payable by the Procuring Entity to the firm under the contract shall be subject to applicable local taxes, stamp duties, and service charges, where applicable: <u>Yes.</u> |
| 15.4 | <p>The Proposal submission address is: 1st Floor, Directorate of Treasuries & Accounts Building, near Khyber Pakhtunkhwa Bar Council Building, Khyber Road, Peshawar.</p> <p>Submission Deadline</p> <p>Proposals must be submitted on or before 3rd February, 2026 at 1200 hours</p> <p>No bid in any case shall be accepted after the deadline.</p> |
| 17.1 | Technical and Financial proposals shall be evaluated in accordance with Section 5 of the SBD |
| 19.1 | The expected date for contract negotiations within twenty (20) days after the opening of the Financial Proposals, at the above-mentioned address |
| 23.2 | The successful bidder shall submit Performance Security equivalent to ten percent (10%) of the contract value. |
| 23.3 | The consulting services are expected to commence immediately after signing of the contract at the office of the Director, Fund Management Unit (FMU), Finance Department, 1st Floor, Directorate of Treasuries & Accounts Building, Khyber Road, Peshawar. |

SECTION 3: Technical Proposal - Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Date: _____

To: Director (RBDC) GoKP Finance Department, 1st Floor, Directorate of Treasuries & Accounts Building, near Khyber Pakhtunkhwa Bar Council Building, Khyber Road, Peshawar.

Dear Sir,

We, the undersigned, hereby submit our Technical Proposal for the provision of consultancy services for the Financial Audit of Government of Khyber Pakhtunkhwa Funds, in accordance with your Request for Proposal (RFP) dated _____ and the terms and conditions stipulated therein. Our submission comprises this Technical Proposal along with a separate Financial Proposal, sealed in an independent envelope, as required.

We solemnly declare that all information, statements, and representations made in this Proposal are true, correct, and complete to the best of our knowledge and belief. We acknowledge that any misrepresentation or incorrect information contained herein may result in the rejection of our Proposal or disqualification at any stage of the procurement process.

In the event that negotiations are convened during the validity period of the Proposal, prior to the date specified in the Data Sheet, we undertake to participate in such negotiations on the basis of the professional staff and inputs proposed herein. We further confirm that this Proposal shall remain binding upon us and shall be subject to any modifications arising from the Contract negotiations.

Should our Proposal be accepted, we undertake to commence the consultancy services related to the assignment within the timeframe specified in the Data Sheet.

We understand and accept that the Procuring Entity is not obligated to accept any Proposal and reserves the right to reject all Proposals in accordance with applicable procurement rules and regulations. We remain

Yours sincerely,

Authorized Signature [In *full and initials*] ' _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 - Firm's Organization and Experience

A - Firm's Organization

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

B - Firm's Experience

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

| | |
|---|--|
| Assignment name: | Approx. value of the contract (in PKR): |
| Country: Location within country: | Duration of assignment (months): |
| Name of PE: | Total No of staff-months of the assignment: |
| Address: | Total No of staff-months of the assignment: |
| Start date (month/year): Completion date (month/year): | No of professional staff-months provided by associated Firms: |
| Name of associated Firms, if any: | Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |
| Firm's Name & Stamp: | |

For FTP Only

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PE

A - On the Terms of Reference

- Hiring of firm carry out Financial Audit of the GoKP Funds

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PE according to Paragraph Reference 2.5 of the Data Sheet including: office space (if needed), any other relevant details regarding transactions.]

FORM TECH-4. Description of Approach, Methodology and Work Plan for performing the Assignment

Technical Approach and Methodology are key components of the Technical Proposal. Bidders are advised to structure their Technical Proposal in accordance with the following framework:

- a) **Technical Approach and Methodology**: - This section should clearly demonstrate the bidder's understanding of the objectives of the assignment. It should describe the proposed approach to delivering the services, the methodology to be adopted for carrying out the activities, and the manner in which the expected outputs will be achieved, including the level of detail of such outputs. The bidder should identify and highlight the key issues and challenges to be addressed, explain their significance, and outline the technical approach proposed to effectively address them. The methodologies to be adopted should be clearly explained, with due emphasis on their compatibility and alignment with the proposed technical approach.
- b) **Work Plan**: - This section should present the proposed work plan, outlining the main activities of the assignment, their scope, duration, sequencing, and interrelationships. It should also identify key milestones, including interim reviews and approvals by the Procuring Entity (PE), and specify the delivery timelines for all reports and outputs. The work plan must demonstrate a clear understanding of the Terms of Reference (TOR) and the bidder's ability to translate them into a practical and achievable implementation plan. A comprehensive list of final deliverables, including reports, drawings, and tables, should be included. The proposed work plan must be fully consistent with the Work Schedule provided in Form TECH-8.
- c) **Organization and Staffing**: - This section should describe the proposed organizational structure and team composition for the assignment. It should identify the main disciplines involved, the key experts responsible for each discipline, and the proposed technical and support staff. Clear roles, responsibilities, and reporting lines should be defined to demonstrate the bidder's capacity to effectively manage and execute the assignment.

FORM TECH-5. Team Composition and Task Assignments

| Professional Staff | | | | |
|--------------------|------|-------------------|-------------------|---------------|
| Name of Staff | 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 *[Name of firm proposing the staff member]*: _____
3. Name of Staff *[Full name]*: _____
4. Date of Birth: _____
Nationality: _____
5. Education *[Indicate college/university and other specialized education, stating the names of institutions, degrees obtained, and dates of obtainment]*:

6. Membership of Professional Associations: _____
7. Other Training *[Indicate significant training acquired after obtaining the degrees listed under Section 5]*: _____

8. Countries of Work Experience: *[List countries where staff member has worked during the last ten years]*:

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*:

10. Employment Record *[Starting with current position, list in employments held since graduation in reverse chronological order. For each employment, provide the following details]*
From *[Year]*: ____ to *[Year]*: ____

Employer: ____
Positions held: _____

11. Detail Task Assigned

[List all tasks to be Performed by the proposed staff member under this assignment]

12. Work Experience Relevant to the Assignment

[Provide details of assignments that best illustrate the staff members capability to perform the tasks listed under section 11]

Name of assignment or project:

Year:

Location:

PE:

Main project features:

Position held:

Activities Performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information provided herein accurately describes my qualifications, experience, and professional background. I understand that any willful misrepresentation may result in my disqualification or termination, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form Tech – 7: Staffing Schedule

| No ¹ | Name of staff | Staff input ² | | | | | | | | Total Staff-month input | | |
|------------------|---------------|--------------------------|---|---|---|---|---|---|---|-------------------------|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | n | Home field ³ | Total | |
| Foreign | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | |
| | | [Filed] | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| N | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Sub-Total | | | | | | | | | | | | |
| Local | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | |
| | | [Filed] | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| N | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Sub-Total | | | | | | | | | | | | |
| Total | | | | | | | | | | | | |

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 Firm's home office.

Full time input

Part time input

FORM TECH-8. Work Schedule

| No. | Activity | Months | | | | | | | |
|-----|----------|--------|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | n |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| N | | | | | | | | | |

Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

SECTION 4: Financial Proposal – Standard Forms

FORM FIN - 1: FINANCIAL PROPOSAL SUBMISSION FORM

Date: _____

To: Fund Management Unit, Finance Department, 1st Floor, Directorate of Treasuries & Accounts Building, near Khyber Pakhtunkhwa Bar Council Building, Khyber road, Peshawar.

Dear Sirs:

We, the undersigned, hereby submit our offer to provide consultancy services for the hiring of a firm to carry out the Financial Audit of Government of Khyber Pakhtunkhwa (GoKP) Funds, in accordance with your Request for Proposal (RFP) dated _____ and our submitted Proposal. Our Financial Proposal, attached herewith, amounts to [insert amount in words and figures] _____, inclusive of all applicable taxes and out-of-pocket expenses.

We further confirm that our Financial Proposal shall remain valid and binding upon us, subject to any modifications arising from Contract negotiations, until the expiry of the Proposal validity period.

Details of any commissions or gratuities paid or payable by us to agents in connection with this Proposal and the execution of the Contract, should we be awarded the same, are provided below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|----------------------------|---------------------|-----------------------------------|
|----------------------------|---------------------|-----------------------------------|

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

Yours sincerely,

Authorized Signature [In full and initials] '. _____

Name and Title of Signatory: _____

Name of Firm: _____

Address': _____

FORM FIN-2 - BID SHEET – KHYBER PAKHTUNKHWA FUND MANAGEMENT UNIT

Treasuries & Accounts Building

| | | | |
|--|--------------------------------|------------|---|
| | Ref # | | |
| | Date | | |
| From: FMU, FD Contact Name & Address | Firm Name & Address | | |
| Mr. | | | |
| Address: | | | |
| Tel: | NTN # | | |
| STR Tel # | STR Tel # | | |
| Email id: | Email id: | | |
| Date that the quote is valid until: | | | |
| Description | Unit | Qty | Total Price (PKR) Inclusive of all taxes |
| Total quoted amount for the services required in TOR (Quoted amount should be inclusive of out-of-pocket expense) | Job | 1 | |
| Bidders Name | Company Stamp | | |
| | | | |

***FIN 1 & Form FIN 2 is need to be submitted as a part of Financial Proposal**

SECTION – 5

TECHNICAL AND FINANCIAL EVALUATION CRITERIA

&

TERMS OF REFERENCE – TOR

FOR

HIRING OF FIRM

A. Eligibility and Evaluation Criteria

i. **Technical Evaluation** – The firms cleared from initial screening will be technically evaluated as per following criteria.

- The firm must be a Chartered Accountancy firm registered and enrolled under the Chartered Accountants Ordinance, 1961 with the Institute of Chartered Accountants of Pakistan (ICAP) to provide professional services.
- The firm must have obtained at least three (03) consecutive satisfactory Quality Control Reviews (QCRs), with the latest QCR currently valid and applicable.
- The firm must possess a minimum of five (05) years of relevant experience in assignments of a similar nature.
- The firm shall indicate the number of partners in Pakistan (Minimum 3 and Maximum 7 & above).
- The firm shall submit certificate of membership / affiliation with International firm.
- The firm shall indicate the number of ICAP-qualified Chartered Accountants in Pakistan (Minimum 03).
- The firm shall indicate the number of audit staff registered with ICAP in Pakistan.
- The firm shall provide details of its experience in auditing Public Sector Companies, Organizations, and Government Departments.
- The bidder who secures a minimum of 70% marks in the technical evaluation and offers the lowest rate for the assignment in the financial proposal shall be declared the successful/qualified bidder
- Interested firms must submit all mandatory documents mentioned below along with their technical proposals.
- Any firm failing to provide any required document or information shall be declared non-responsive and shall not be considered for further evaluation.

ii. Mandatory Documents

- **Tax Registration:** The interested firm must be duly registered for Income Tax and sales tax on services with the relevant tax authorities i.e. the Federal Board of Revenue (FBR) and the Khyber Pakhtunkhwa Revenue Authority (KPRA) and must be an active taxpayer under both authorities.
- **Business Registration/Evidence of the membership:** The interested firm shall provide valid proof of registration or incorporation or evidence of membership with recognized Actuarial society or professional body duly recognized in Pakistan
- **Team Composition:** The firm shall have a minimum of (03) team members, each holding valid registration with their respective professional bodies
- **National Tax Number (NTN):** A copy of the valid NTN certificate must be provided.
- **Bid Security:** The firm shall submit bid security equivalent to 2% of the bid amount at the time of submitting the technical proposal.

iii. **Evaluation and Selection Criteria**

The evaluation of the aforementioned eligibility criteria shall be carried out in accordance with the scoring criteria specified below. A minimum score of 60% shall be required to qualify for the financial evaluation. Only those Audit Firms obtaining 60% or higher in the technical evaluation shall have their financial proposals opened. The contract shall be awarded to the firm submitting the highest-ranked responsive bid. The subsequent stage of the technical evaluation shall comprise the detailed scoring criteria as outlined in the table below.

Table

| Number of Partners | Total Marks | Marks Criteria | Marks |
|--|--------------------|-----------------------|--------------|
| Membership / Affiliation with International Firm | 10 | Membership | 10 |
| | | Affiliation | 05 |
| Number of partners | 20 | 1 – 3 | 10 |
| | | 4 – 6 | 15 |
| | | 07 & above | 20 |
| Total Professional staff of the firm (registered trainee students) | 20 | 3 – 9 | 10 |
| | | 10 – 19 | 15 |
| | | 20 & above | 20 |
| No. of Chartered Accountants Employed in firm | 20 | 2 – 5 | 10 |
| | | 6 & above | 20 |
| No. of Audits conducted by the firm of public sector entities (Verifiable Completion Certificate must attached) | 25 | 3 to 9 | 15 |
| | | 10 & above | 25 |
| Qualification of team proposed for the audit | 05 | CA | 5 |
| | | ACCA / ACMA | 3 |
| TOTAL Marks | 100 | | |

B. Technical Proposal Evaluation criteria for hiring of firm

- Only those bidders who secure at least 70% marks in the technical evaluation shall be declared technically qualified, and only their financial proposals shall be opened.
- The financial proposals shall be opened in the presence of the representatives of the bidding firms, who may choose to attend the bid opening.
- The bidder who secures a minimum of 70% marks in the technical evaluation and offers the lowest rate for the assignment in the financial proposal shall be declared the successful/qualified bidder

C. Grievance Redressal Mechanism --- (1) Any bidder aggrieved by any act of the procuring entity may follow the two-tier grievance redressal mechanism in the following manner:

- (a) file a complaint in writing to the head of procuring entity in accordance with prescribed procedure; and
 - (b) file an appeal to the Authority against the decision of the procuring entity within fifteen days in accordance with the prescribed procedure.
- (2) The decision of the Authority on appeal shall be final.
- (3) Unless and until the two-tier grievance redressal mechanism, provided in sub-section (1), is exhausted, no Court or any other authority shall take cognizance of the same and grant any injunction.

D. Introduction & Background:

1. General Provident Investment Fund (GPIF)

GoKP had established GPIF in the year 1991-92 with initial allocation of Rs. 200 million as equity. The fund is governed by an Act and Rules made thereunder for running the affairs of the Fund. The GPIF is managed by a Board and operates through various committees. The source of fund is GoKP equity in addition to the fund returns. The GoKP is the sole sponsor and custodian of this fund.

2. Pension Fund (PF)

GoKP established PF in the year 1997-98 with initial allocation of Rs. 150 million as equity. The fund is governed by an Act and Rules made thereunder for running the affairs of the fund. PF is controlled by a Board and operated through various committees.

Despite promised pension benefits, GoKP does not deduct contributions from the provincial government employee's salaries and hence is the sole contributor to the PF. As such GoKP becomes exclusively liable for the funded status of this fund, too.

3. Retirement Benefit and Death Compensation Fund (RBDC)

The GoKP introduced the **Retirement Benefit and Death Compensation (RBDC) Fund** Scheme under RB&DC Act, 2014 w.e.f 06.11.2014, as substitute of the Group / Additional Group Insurance Scheme. The RB&DC scheme is the pronounced shape of group insurance with additional benefit of payment on retirement to employees.

The Fund is governed by the Act *ibid* and Rules are made thereunder for carrying out day to day affairs of the Fund. The Fund is managed by a Board and sources of Fund are contribution made by the civil servants and Fund returns. Disbursements are made on retirement of employees and to the families of deceased employees.

4. Hydel Development Fund (HDF)

GoKP established HDF in 1992 with an initial allocation of Rs. 50 million. The fund is governed by an Act and Rules made thereunder for running the affairs of the fund. HDF is controlled by a Board and funded from the GoKP's own resources.

Unlike, GPIF and PF, which are meant to fund GoKP burgeoning employee benefit liabilities, HDF has a different mandate. The objective of HDF is to develop hydel electricity generation capacity of the Khyber Pakhtunkhwa province, which it primarily does through funding projects executed by Pakhtunkhwa Energy Development Organization (PEDO).

I. Objective

The management of Fund intends to hire the firm for carry out Financial Audit of GoKP Funds

II. Responsibilities/Outputs/Deliverables

- The main and foremost responsibility of firm is to express an opinion on whether the information presented in the financial statements provide true and fair view.
- The firm shall express opinion in accordance with auditing and accounting standards as applicable in Pakistan.
- The audit engagement for the financial statements will cover the period from FY 2014-14 to June 2025.
- Auditor's report is required to be submitted within 3 months after audit engagement.
- The firm will complete the reports (inception, draft and final) in accordance to the prevailing regulations & procedures.
- The firm must include an opinion in final report on the fairness of financial statement based on the audit procedures performed and submit the suggestions to improve the transparency and fairness of the system.
- The firm is responsible to keep that data / material provided, developed, finalized during audit process, secure and not to share with any other organization / department /firm etc.
- The reports are the sole property of the GoKP Funds and the firm must ensure not to use the data /material in the reports of any other client.
- The firm must include all expenses in their financial bid/proposal and no separate charges for visit to collect data or for finalization of reports will be entertained.

III. Competence of the Firm

The Firm must have knowledge of public sector rules & regulations and prior experience of similar assignments in public sector will be preferred.

General Conditions of Contract

1. GENERAL PROVISIONS

1. Definition

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

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity (PE)" means the implementing department which signs the contract
- (c) "Firm" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PE's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Khyber Pakhtunkhwa.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PE or the Firm, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means Persons hired by the Firm or by any Sub Firms and assigned to the Performance of the Services or any Part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

| | | |
|--|-------|--|
| | (o) | “Services” means the consulting services to be performed by the Firm pursuant to this Contract, as described in the Terms of References. |
| | (p) | “Sub-Firms” means any Person or entity to whom/which the Firm subcontracts any Part of the Services. |
| | (q) | “In writing” means communicated in written form with proof of receipt. |
| 1.2 Law Governing Contract | 1.2 | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law. |
| 1.3 Language | 1.3 | This Contract is executed in the language specified in the Special Condition, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | 1.4.1 | Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Special Condition. |
| | 1.4.2 | A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Special Condition. |
| 1.5 Location | | The Services shall be performed at such locations as are specified in special condition of contract and where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve. |
| 1.6 Authority of Member in Charge | | In case the Firm consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Firm’s rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE. |
| 1.7 Authorized Representatives | | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Special Condition or the Firm may be taken or executed by the officials specified in the Special Condition. |
| 1.8 Taxes & Duties | | The Firm, Sub-Firms, and their personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price. |
| 1.9 Fraud & Corruption | A | If the PE determines that the Firm and/or its Personnel, sub-contractors, sub Firms, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the |

PE may, after giving 14 days' notice to the Firm, terminate the Firm's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014. Any Personnel of the Firm who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

- B. If the Firm or any of his Sub-Firms, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Firm as Appendix-A to this Form of Contract, then the Client shall be entitled to:
- (i) recover from the Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Firm or any of his Sub-Firm, agents or servants;
 - (ii) terminate the Contract; and
 - (iii) Recover from the Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Firm or any of his Sub Firm, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub Clause, the Firm shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the Special Condition. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Special Condition.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Special Condition.

2.4 Modifications or Variations

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

2.5 Force Majeure

The failure on the part of the Parties to perform their obligation under the contract will not be considered a default if such failure

2.5.2 No Breach of Contract

is the result of natural calamities, disasters and circumstances beyond the control of the parties

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause General condition.

2.6.1 By the PE

In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (e).

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

2.6.2 By the Firm

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

- (a) If the PE fails to pay any money due to the Firm pursuant to this Contract without Firms fault.

- (b) Pursuant to Clause General Condition 7 hereof within forty-five (45) days after receiving written notice from the Firm that such Payment is overdue.
 - (c) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3. Payment Upon Termination**
- Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Firm:
- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE FIRM

- 3.1 General**
- The Firm shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods
- 3.1.1 Standard of Performance**
- The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Firms or third parties.
- 3.2. Conflict of Interests**
- The Firm shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Firms not to Benefit from Commissions Discounts, etc**
- The payment of the Firm pursuant to Clause 6 of General Condition shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them similarly shall not receive any such additional Payment.
- 3.2.2 Firm and Affiliates not to be Otherwise Interested in Project**
- The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Firms and any entity affiliated with such Sub Firms, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of
Conflicting
Activities.**

The Firm shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, the Firm and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be
Taken Out by
the Firm**

Rule 29(2), The Firm (a) shall take out and maintain, and shall cause any Sub Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

**3.5 Firm's Actions
Requiring PE's
Prior Approval**

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

- (a) entering into a subcontract for the performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the Special Condition.

**3.6 Reporting
Obligations**

- (a) The Firm shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
- (b) Final reports shall be delivered in soft copy on CD in addition to the hard copies specified in said Appendix

**3.7 Documents
Prepared
by the Firm to
be the Property
of the PE**

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Firm under this Contract shall become and remain the property of the PE, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
- (b) The Firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Special Condition.

**3.8 Accounting,
Inspection and
Auditing**

- 3.8.1 The Firm shall keep, and shall cause its Sub-Firms to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Firm shall Permit, and shall cause its Sub-Firms to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the

submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. FIRM'S PERSONNEL

4.1 Description of Personnel

The Firm shall employ and provide such qualified and Personnel experienced Personnel and Sub-Firms as are required to carry out the services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services.

4.2 Removal and/or Replacement of Personnel

Firm's Key Personnel are described in Appendix C. The Key Personnel and Sub Firms listed by title as well as by name in Appendix C are hereby approved by the PE.

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

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

The PE shall use its best efforts to ensure that the Government shall provide the Firm such assistance and exemptions as specified in the Special Condition.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Firm in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments

- shall be made to the amounts referred to in Clauses 6.2 or (b) of General Condition, as the case may be.
- 5.3 Services and Facilities** The PE shall make available free of charge to the Firm the Services and Facilities listed under Appendix F.(N/A)

6. PAYMENTS TO THE FIRM

- 6.1 Lump-sum Payment** The total Payment due to the Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.
- 6.2 Contract Price** The price Payable in Pak Rupees/foreign currency/ is set forth in the Special Condition.
- 6.3 Payment for Additional services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Firm and according to the Payment schedule stated in the SC. Unless otherwise stated in the Special Condition, the first Payment shall be made against the provision by the Firm of an advance Payment guarantee for the same amount, and shall be valid for the period stated in the Special Condition. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the Special Condition for such Payment have been met, and the Firm has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** 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.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the Special Condition.

III. Special Conditions of Contract

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|------------------------|---|
|------------------------|---|

| | |
|-----|--------------------------|
| 1.3 | The language is English. |
|-----|--------------------------|

| | |
|-----|--------------------|
| 1.4 | The addresses are: |
|-----|--------------------|

| | |
|--|-----------|
| | PE: _____ |
|--|-----------|

| | |
|--|------------------|
| | Attention: _____ |
|--|------------------|

| | |
|--|------------------|
| | Facsimile: _____ |
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|--|---------------|
| | E-mail: _____ |
|--|---------------|

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|--|-------------|
| | Firm: _____ |
|--|-------------|

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| | Attention: _____ |
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| | Facsimile: _____ |
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| | E-mail _____ |
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| | |
|-------|---|
| {1.6} | {The Member in Charge is [insert name of member]} |
|-------|---|

Note: If the Firm consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Firm consists only of one entity, this Clause SC 1.8 should be deleted from the Special Condition

| | |
|-----|-------------------------------------|
| 1.7 | The Authorized Representatives are: |
|-----|-------------------------------------|

| | |
|--|---------------|
| | For PE: _____ |
|--|---------------|

| | |
|--|-----------------|
| | For Firm: _____ |
|--|-----------------|

| | |
|-----|--|
| 1.8 | PE shall specify all relevant taxes including stamp duty and service charges to be borne by the Firm. In case there is exemption from any rates, taxes, the same shall be mentioned here |
|-----|--|

The Firm must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply

| | |
|-----|---|
| 1.9 | The PE warrants that the Firm, the Sub-Firms and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Firm, the Sub Firms and the Personnel, or shall reimburse the Firm, the Sub-Firms and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Firm, the Sub Firms and the Personnel in respect of: |
|-----|---|

- (a) any Payments whatsoever made to the Firm, Sub-Firms and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
 - (b) any equipment, materials and supplies brought into the Government's country by the Firm or Sub-Firms for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
 - (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- 2.2** The date for the commencement of Services is **[insert date]**.
- 2.3** The time period shall be **[insert time period, e.g.: twelve months, eighteen months]**.
- 3.4** The risks and the coverage shall be as follows:
- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Firm or its Personnel or any Sub Firms or their Personnel, with a minimum coverage of **[insert amount and currency]**;
Third party liability insurance, with a minimum coverage of *[insert amount and currency]*
professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Firm's property used in the Performance of the Services, and (iii) any documents prepared by the Firm in the Performance of the Services.
- Note:** Delete what is not applicable
- {3.5 (c)}** {The other actions are: *[insert actions]*.}
- Note:** If there are no other actions, delete this Clause SC 3.5 (c).
- {3.5 (b)}** **Note:** If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:
{The Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}
{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Firm.}
{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}
- {5.1}** **Note:** List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."
- 6.1** Performance security shall not exceed 10% of contract amount
- 6.3** The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.5

The accounts are:

(a) for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

Forty (40) percent of the lump-sum amount shall be Paid upon submission of draft report.

Forty (40) percent of the lump-sum amount shall be Paid upon submission of final report.

Twenty (20) percent of the lump-sum amount shall be Paid on final presentation after approval by the competent authority

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

8.2

Disputes shall be settled by complaint redresser committee define in Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017 or through the Board of Retirement Benefit and Death Compensation (RBDC) Fund

Appendix A

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated

Contract Value: _____

Contract Title:

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from GoKP or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

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

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

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

Name of Buyer

Signature

Seal

Name of Seller/Supplier

Signature

Seal

Contract

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

WHEREAS, the PE wishes to have the Firm Perform these services hereinafter referred to, and

WHEREAS, the Firm is willing to perform these services;

NOW, THEREFORE, THE PARTIES hereby agree as follows:

| | | | |
|----------|-------------------------------|--|--|
| 1 | Services | (i) | The Firm shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services"). |
| | | (ii) | (ii) The Firm shall provide the reports listed in Annex B, "Firm's Reporting Obligations," within the time Period listed in such Annex, and the Personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services |
| 2 | Term | The Firm shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing | |
| 3 | Payment | A | Ceiling |
| | | | For Services rendered pursuant to Annex A, the PE shall pay the Firm an amount not to exceed [insert amount] . This amount has been established based on the understanding that it includes all of the Firm's costs and profits as well as any tax obligation that may be imposed on the Firm. |
| | | B | Payment Conditions |
| | | | Payment shall be made in [specify currency] , no later than 30 days following submission by the Firm of invoices in duplicate to the coordinator designated in Paragraph 4 |
| | | C | Payment Schedule |
| | | | Forty (40) percent of the lump-sum amount shall be Paid upon submission of draft report. Forty (40) percent of the lump-sum amount shall be Paid upon submission of final report. Twenty (20) percent of the lump-sum amount shall be Paid on final presentation after approval by the competent authority |
| 4 | Project Administration | A | Coordination |
| | | | The PE designates Mr./Ms. <i>[insert name]</i> as PE's Coordinator; the Coordinator shall be responsible for the coordination of activities under |

| | | | |
|----|---|---|--|
| | | | the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE. |
| | | B | Timesheets |
| | | | During the course of their work under this Contract the Firm's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator. |
| | | C | Record and Accounts |
| | | | The Firm shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Firm's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter. |
| 5 | Performance standards | | The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory. |
| 6 | Confidentiality | | The Firms shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE. |
| 7 | Ownership of Material | | Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm for the PE under the Contract shall belong to and remain the property of the PE. The Firm may retain a copy of such documents and software. |
| 8 | Firm not to be engaged in certain activities | | The Firm agrees that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services. |
| 9 | Insurance | | The Firm will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment. |
| 10 | Assignment | | The Firm shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent. |
| 11 | Law governing contract and language | | The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English |
| 12 | Dispute resolution | | Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 |

For the PE (PE)

Title _____

Signed by

Witness: (PE)

Title _____

Signed by

For the Firm

Title _____

Signed by

Witness: Firm

Title _____

Signed by
