

PUNJAB SKILLS DEVELOPMENT FUND

National Competitive Bidding

RFP No.: 59/SYIG/PSDF/ISA

Request for Proposal (RFP)

HIRING OF A FIRM FOR INFORMATION SYSTEMS AUDIT

February, 2024



Submission Date: March 12, 2024 on or before 03:00 PM

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

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Section 1. Advertisement/Notice for RFP




Notice of Request for Proposal for Hiring of a Firm for Information Systems Audit

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan established in 2010 as a not-for-profit company by the Government of Punjab (GoPb).

PSDF invites Applications from tax registered firms against the above-mentioned consultancy services. The interested firms / companies can obtain the Request for Proposal Document containing all details and shortlisting criteria and terms & conditions from PSDF e-tendering portal (<https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current>) and PPRA website (www.ppra.punjab.gov.pk).

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Applications Submission Deadline (Date & Time)	Applications Opening Date & Time	Estimated Cost
1	Hiring of a Firm for Information Systems Audit	59/SYIG/PSDF/ISA	3 months	March 12, 2023 on or before 03:00 PM	March 12, 2023 at 03:30 PM	PKR 2,360,000/-

For further details and terms of reference, please visit:

- etender.psdf.org.pk/esop/guest/go/public/opportunity/current
- PPRA website [ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)

Important Information:

- Follow instructions on etender.psdf.org.pk
- Bids submitted only through E-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.



Procurement Department, Punjab Skills Development Fund
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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means individual consultant, a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (f) “Day” means a calendar day.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business 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.

- (i) “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 CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “Advertisement” (Section 1 of the RFP) means the invitation for request for proposal through open competitive bidding by the Procuring Agency from potential consultants.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

(s) “Bid Evaluation” means to evaluate tender or proposal to ascertain whether the bid’s proposal or tender correspond to the evaluation criteria formulated by the procuring agency.

2. Introduction

2.1 The Procuring Agency named in the **Data Sheet** intends to select a consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal, if requested by the potential consultant through message box facility of e-tender portal.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-

consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) 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 for the same or for another Procuring Agency.

c. Conflicting relationships

- (iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall make available information to all potential consultants upon request that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt Practices

5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt practices as given in S-2 (d) of PPRA, Act, 2009:

5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.

6. Eligibility

6.1 The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members) from all countries to offer consulting services for the project.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and Consultants of a country or goods manufactured in a country may be ineligible.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.

d. Restrictions for public employees

6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they:

(i) are on leave, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring (in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same agency); and

(iii) would not create a conflict of interest if hired.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

The Consultant (including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

12. a. Proposal Validity

12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

12.4 The Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.5 Any Proposal not accompanied by a Proposal Securing Declaration/Bid Security [to be decided by the procuring

agency] shall be rejected by the Procuring Agency as non-responsive.

12.6 The Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.

b. Performance Security

12.7 The successful Consultant's Proposal Securing Declaration /Bid Security [to be decided by the procuring agency] will be discharged upon signing of the Contract with the Successful Consultant and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.

12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security [to be decided by the procuring agency]:

- (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or
- (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:
 - (i) sign the Contract, or
 - (ii) furnish the required performance security

c. Extension of Validity Period

12.9 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.

12.10 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.11 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

d. Substitution of Key Experts at Validity Extension

12.12 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. Finally, the Procuring Agency shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

e. Sub-Contracting

12.14 The Consultant shall not sub-contract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Agency at least three (03) days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all potential Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, but not later than three (03) Working Days prior to the Proposals' submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all potential Consultants and will be binding on them.

13.1.2 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the potential Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the

Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals

14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.

14.2 The Procuring Agency has indicated in the **Data Sheet** whether the Contract would be “**Lump Sum Contract**” [in which the content, duration of the services and the required output are unambiguously defined]; “**Time Based Contract**” [when it is difficult to define the scope and the length of services]; “Hourly or Daily Rates Contracts” [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet *[The Procuring Agency may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded]*.

14.3 For assignments under the “lump sum Contracts”, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated.

14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.

15. Technical Proposal Format and Content

15.1. The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list

a. Taxes

all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

b. Currency of Proposal

16.2. The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless agreed otherwise.

c. Currency of Payment

16.3. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

16.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", for "[Name of the Assignment]", reference number, name and address of the Consultant, and

with a warning “**Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by potential consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of publication of evaluation report, if a consultant wishes to contact the Procurement

Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is

opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS and LCS methods)

23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical

Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts** 24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so corrections are not required. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

- 25. Taxes** 25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal may exclude taxes and duties in accordance with the instructions in the Data Sheet as the same are constant for all. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.

- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined
Quality and
Cost Evaluation**

- a. Quality-
and Cost-
Based
Selection
(QCBS)** 27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

- b. Quality-
Based
Selection
(QBS)** 27.2. In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per rule 53 of PPR-14.

- c. Least-
Cost
Selection** 27.3. In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency may proceed to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, work plan, staffing, contract price and the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.

c. Financial Negotiations

28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initiated by the Procuring Agency and the Consultant's authorized representative.

29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the

Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.

29.3 Grievance Period: The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

29.4 Notification of Intention to Award: The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- i. the name and address of the Consultant with whom the client successfully negotiated a contract;
- ii. the contract price of the successful proposal;
- iii. the names of all consultants included in the short list, indicating those that submitted proposals;
- iv. where the selection method requires, the price offered by each consultant as read out and as evaluated;
- v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant;
- vi. the final combined scores and the final ranking of the consultants;
- vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period.

29.5 Notification of Award: Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a

notification of award to the successful consultant, confirming the client's intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.

30. Award of Contract

a. Signing of Contract / Issuance of work order

30.1 Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful consultant in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

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

30.3 Upon the successful Consultant's furnishing of the Performance Guarantee pursuant to ITC Clause 30.1, the Procuring Agency will promptly notify each unsuccessful consultant and will discharge its Bid security, pursuant to ITC Clause 12.

30.4 At the same time as the Procuring Agency notifies the successful consultant that its Bid/proposal has been accepted, the Procuring Agency will send the Consultant the Contract Form provided in this document, incorporating all changes in the agreements between the parties after negotiations.

30.5 Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful consultant shall sign and mention date of the contract and return it to the Procuring Agency.

30.6 Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14

30.7 Expected date and address for commencement of the consulting services are indicated in the **Data Sheet**.

b. Award Criteria

30.8 Subject to ITC Clause 30.4 & 30.5, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful consultant whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the consultant has been determined to be qualified to perform the contract satisfactorily.

c. Procuring Agency's Right to Vary Quantities at Time of Award

30.9 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of services specified in Terms of References (TORs) without any change in unit price or other terms and conditions.

d. Procuring Agency's Right to Accept or Reject All Bids

30.10 As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the consultants. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

30.11 The Consultant shall be promptly informed about the rejection of the Bids, if any

30.12 The Procuring Agency shall upon request communicate to any Consultant, the grounds for its rejection of all Bids or proposals but shall not be required to justify those grounds.

e. Re-Bidding

30.15 If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for consultants.

31. Bid Security
(if applicable)

31.1 [The procuring agency may decide to demand bid security from 0 to 5% of the estimated price along with the proposal to be submitted by consultant.]

31.2 [if the Procuring Agency decides to receive bid security it shall provide complete details regarding receipt and released of bid security in this clause as well as in Data Sheet and shall also harmonized the same with ITC 12.4 to 12.6 e.g. as follows:

32. Stamp Duty

32.1 Successful consultant shall be required to submit Stamp duty under stamp duty act 1899 for signing of contract as specified in Data Sheet.

Instructions to Consultants

E. Data Sheet

A. General	
2.1	<p>Name of the Procuring Agency: <u>Punjab Skills Development Fund</u></p> <p>Method of selection: <u>Quality and Cost Based Selection (QCBS)</u></p>
2.2	<p>Bidding Procedure: <u>National Competitive Bidding through Single Stage Two Envelope</u></p> <p>Name of the Assignment: “Hiring of a Firm for Information Systems Audit”.</p> <p>Consultant shall submit TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through separate e-envelopes on e-tender portal. Financial Proposal must be submitted in financial envelope ONLY of e-tendering portal as per Single Stage Two Envelopes Bidding Procedure and also attach scanned signed FIN-1 & FIN-2 of this document. If Financial Proposal is not submitted through e-tendering portal, then proposal shall be rejected. Financial proposal will be opened of only technically qualified consultants.</p>
2.3	<p>Pre-proposal meeting will be held: Yes ✓</p> <p>The pre-proposal meeting will be conducted on February 29, 2024 at 02:30 PM on Microsoft Teams (ONLINE). Consulting firm who wants to join shall have to write/submit all its queries in writing in an e-message of E-Tender portal before COB, February 28, 2024 and the link will be shared via e-message before start of the session. The purpose of the meeting is also to provide clarification and an understanding of the E-Tender portal in case there are any queries or ambiguities in this regard.</p>
6.3.1	<p>A list of debarred firms and individuals is available at the PPRA website:</p> <p><u>PPRA.punjab.gov.pk</u></p>
B. Preparation of Proposals	
9.1	<p>The language of the Bid is “<i>English</i>”</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is <i>English</i>.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal (Technical Envelope of the E-Tender Portal):</p> <ol style="list-style-type: none"> (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 (7) TECH-7

	<p>(8) TECH-8 (9) TECH-9 10) TECH-10</p> <p>Financial Proposal (Financial Envelope of the E-Tender Portal): (1) FIN-1 (2) FIN-2 (3) FIN-3</p>
12.1	Proposals must remain valid for 180 Days after the submission date.
12.10	<p>Bid Security: Bid Security of 1% (i.e., PKR 23,600 (Twenty - Three Thousand and Six Hundred)) of the estimated cost in the form of Bank Call-Deposit (CDR) of the estimated cost in the form of Bank Call-Deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 180 (one hundred & eighty) Days, beyond the validity of Bid favoring Punjab Skills Development Fund shall reach to PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan before the opening of technical proposal (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of technical proposal, the consultant shall be disqualified for further proceeding. A scanned copy of bid security must be attached in the technical envelope of the e-tendering portal (2.2.5)</p>
12.7 & 12.8	<p>Amount of Performance Guarantee: The successful consultant will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 2% of contract value within at the time of contract signing which will be returned after completion of contract.</p>
13.1	Clarifications may be requested by March 5, 2024 , before 5:00 PM through message box option of e-tendering portal.
14.1	Joint Venture/Consortium is not Allowed.
14.2	Lumpsum Contract shall be signed, payment shall be made for actual number of visits conducted in a month and AMS maintenance cost on monthly.
14.3	Lumpsum Contract shall be signed, payment shall be made based on deliverables.
16.3	Estimated cost is PKR 2,360,000/- inclusive of all taxes.
16.4	The Financial Proposal should state all costs in PKR.
<p style="text-align: center;">C. Submission, Opening and Evaluation</p>	

17.1	Consultant Firm must submit proposal online as per the defined forms & sections and must attach all their supporting documents as per specified requirements in this document. Please also attach complete technical proposal at the end of Technical Envelope in additional attachments. Technical Proposal shall not include any financial information. Technical Proposal containing financial information shall be rejected and declared disqualified for further process										
17.9	The Proposals should ONLY be submitted online through e-tendering portal accessible at https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current . No bid will be accepted, if not submitted through e-tender portal on or before March 12, 2024, by 03:00 PM.										
19.1	Technical Proposals shall be opened on March 12, 2024, at 03:30 PM at PSDF, 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore in the presence of representatives of the consultants. For this purpose, you are invited to attend the meeting on above mentioned date, time, and venue. Link for online opening will be sent to all participating consultant through email.										
21.1	<p>Responsiveness of Bids:</p> <p>Responsiveness of bids will be established based on compliance of all instructions delineated in this document.</p> <p>Mandatory Requirements.</p> <p>After establishment/confirmation of responsiveness of the applicant/application will be evaluated for following mandatory requirements. The Consulting firm submitting a proposal MUST meet the following Mandatory/eligibility criteria to qualify for technical evaluation:</p> <table border="1"> <thead> <tr> <th>Eligibility Criteria: (Mandatory Requirement)</th><th>Response</th></tr> </thead> <tbody> <tr> <td>Should be a legal entity i.e., firm</td><td>Registration certificate is required from registrar of firm along with partnership deed.</td></tr> <tr> <td>Must be an active taxpayer in Federal Board of Revenue (FBR).</td><td>Provide active Taxpayer Evidence.</td></tr> <tr> <td>Firm must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm will have to get registered with PRA before signing of contract).</td><td>Please provide PRA registration certificate or undertaking on firm letterhead for registration before signing the contract (if already not registered).</td></tr> <tr> <td>Must be (SBP Category “A”) auditing firm.</td><td>(Please provide Proof that firm is SBP “A” rated).</td></tr> </tbody> </table>	Eligibility Criteria: (Mandatory Requirement)	Response	Should be a legal entity i.e., firm	Registration certificate is required from registrar of firm along with partnership deed.	Must be an active taxpayer in Federal Board of Revenue (FBR).	Provide active Taxpayer Evidence.	Firm must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm will have to get registered with PRA before signing of contract).	Please provide PRA registration certificate or undertaking on firm letterhead for registration before signing the contract (if already not registered).	Must be (SBP Category “A”) auditing firm.	(Please provide Proof that firm is SBP “A” rated).
Eligibility Criteria: (Mandatory Requirement)	Response										
Should be a legal entity i.e., firm	Registration certificate is required from registrar of firm along with partnership deed.										
Must be an active taxpayer in Federal Board of Revenue (FBR).	Provide active Taxpayer Evidence.										
Firm must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm will have to get registered with PRA before signing of contract).	Please provide PRA registration certificate or undertaking on firm letterhead for registration before signing the contract (if already not registered).										
Must be (SBP Category “A”) auditing firm.	(Please provide Proof that firm is SBP “A” rated).										

Affidavit on stamp paper (duly attested by oath commissioner) as per the form of the tender document, declaring that firm is not blacklisted or debarred by any organization anywhere in Pakistan.	Please attach copy of Affidavit (as per the form of the tender document) on stamp paper, duly attested by oath commissioner , of not less than Rs 100, declaring that the firm is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)
The firm must be an Affiliated/ Correspondent firm of a Global Audit Firm.	Please attach proof to establish that firm is an Affiliated/ Correspondent firm of a Global Audit Firm.

Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

A-1: Experience of the Firm [20]

Evaluation Criteria	Total Marks	Marks Breakup	Response
a. Should have prior knowledge and experience in last 5 years of: Conducting gap analysis and information system audits. (2.5 marks for each assignment x 4 assignments)	10	2.5 X 4	Attach relevant documentary evidence (completion letters /performance satisfactory letters/ copy of contract agreement) clearly showing tenure of projects. If no valid attachment is provided in Section 1.2.1 (e-tender) , then no marks for this section will be awarded.
b. Have prior experience of conducting information systems audits of public sector companies / government	10	5 X 2	Attach the document for the proof of conducting of the IS Audit. If no valid attachment is provided in

organizations in last 5 years. (5 marks for each assignment up to 2 assignments)			Section 1.2.2 (e-tender), then no marks for this section will be awarded.
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A-2: Financial Capability of the Firm [15]

Financial Capability Evaluation Criteria:			
Evaluation Criteria	Total Marks	Marks Breakup	Response
<p>a. Average of the two (2) years revenue / turnover.</p> <ul style="list-style-type: none">Average revenue / turnover of more than PKR 50 million.Average revenue / turnover of equal to or more than PKR 25 million but less than or equal to PKR 50 million.	10	<div>10</div> <div>5</div>	Copy of financial audit reports & statements of 2020-21 / 2021-22 done by ICAP / SBP / ICMAP registered auditing firm (where applicable as per the law) or tax return of 2020-21/ 2021-22. If no valid attachment is provided in Section 1.3.2 (e-tender) , then no marks for this section will be awarded.
<p>b. Average Current Ration of last 2 years.</p> <ul style="list-style-type: none">Greater than 1 (5 marks)Equal to or greater than 0.5 but less than or equal to 1 (2.5 marks)Less than 0.5 (0 marks)	5	<div>5</div> <div>2.5</div> <div>0</div>	Provide your working / calculation for average current ratio for 2020-21 / 2021-22. If no valid attachment is provided in Section 1.3.4 (e-tender) , then no marks for this section will be awarded.

A-3: Approach, Methodology, Work Plan & Timelines: [20]

Area	Criteria	Total Marks	Marks Breakup	Response
a. Approach	<p>Please provide descriptions for the following:</p> <ul style="list-style-type: none">Understanding of the assignment as per TORs / Scope of work.Identify at least 3 risks and 3 mitigation	6		Provide write up in PDF form against each point not more than 1 page each. Marks shall be awarded based on the enrichment, relevance, and soundness of the content. If no valid
			3	
			3	

28 | Hiring of Firm for Information Systems Audit

Evaluation Criteria	Total Marks	Marks Breakup	Response
Quality Management System <ul style="list-style-type: none"> Please provide 2 well established quality management system in place to conduct this assignment (5x2 marks for each) 	10	10	Please provide write-up in PDF form against each point, (not be more than one page against each point). Marks shall be awarded based on the enrichment, relevance, innovativeness, and soundness of the content. If no valid attachment is provided in section (1.5.1 e-tender) then no marks for this section will be awarded.

A-5: Staff Proposed [35]

Evaluation Criteria	Total Marks	Marks Breakup	Response
Project Director/Partner Mandatory Criteria: 16 years of education in Business Administration / Social Sciences / Finance with more than 10 years of professional post qualification experience. Marking Criteria: <ul style="list-style-type: none"> Engaged in more than 3 of Information System Audit assignments. Engaged in 2 and more or equal to 3 of Information System Audit assignments. Note* List of all completed projects should be mentioned in Tech - 5	5	5 3	Please note that all the positions are mandatory. Also provide details of projects in TECH – 5 and furnish only one (1) key management staff member for each position. *Marks shall be awarded upon submission of Tech – 5 for all positions. If the firm fails to provide details of any of the required positions in section (1.5.2 & 1.5.4 e-tender), then no marks for this section will be awarded.
Team Lead	7.5		
Mandatory Criteria: 16 years of education in Business Administration/ Social Sciences/ Finance with 04 years of experience in Project Management. Marking Criteria:		7.5	

	<ul style="list-style-type: none"> More than two number of completed projects of information system audit. At least two number of completed projects of information system audit. <p>Note* List of all completed projects should be mentioned in Tech - 5.</p>		5	
	IT Expert (.Net Certified)	7.5		
	<p>Mandatory Criteria: minimum 14 years of education in (computer science or Information Management System or Software Engineering) with more than 5 years of relevant experience of IT.</p> <p>Specifically, Microsoft Application Development Associate Certified (.Net)</p> <p>Marking Criteria:</p> <ul style="list-style-type: none"> More than two number of completed projects of information system audit. At least two number of completed projects of information system audit. <p>Note* List of all completed projects should be mentioned in Tech - 5</p>		7.5 5	
	IT Expert (SAP Certified)	7.5		
	<p>Mandatory Criteria: minimum 14 years of education in (computer science or Information Management System or Software Engineering) with more than 5 years of relevant experience of IT.</p> <p>Specifically, SAP Certified</p> <p>Marking Criteria:</p> <ul style="list-style-type: none"> More than two number of completed projects of information system audit. At least two number of completed projects of information system audit. <p>Note* List of all completed projects should be mentioned in Tech - 5</p>		7.5 5	

	System Audit Expert	7.5		
	Mandatory Criteria: minimum 14 years of education in (computer science or Information Management System or Software Engineering or Business Management) with more than 5 years of relevant experience of IT (Specifically CISA or CRISC or CEH or ISACA certified).			
	Marking Criteria: <ul style="list-style-type: none">• More than two number of completed projects of information system audit.• At least two number of completed projects of information system audit.		7.5	
			5	
	Note* List of all completed projects should be mentioned in Tech - 5			
Technical Evaluation Score Formula: {A1+A2+A3+A4+A5} = 100 Marks				
Minimum 65% in technical score is required to qualify for financial proposal opening.				
23.1	An online option of the opening of the Financial Proposals is offered: Yes <u>✓</u> . For this purpose link for online opening will be shared with qualified consultants for financial bid opening.			
25.1	For the purpose of the evaluation, PSDF will consider the financial cost inclusive of all applicable taxes. All payments by the Procuring agency to the Consultant under this agreement is subject to applicable taxes.			
27.1	The formula for determining the financial scores is following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. Combined the weights given to the Technical Score (T) and Financial Score (P) are: T = 80 % P = 20 % Proposals are 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) as following: S = St x T% + Sf x P%.			
D. Negotiations and Award				

28.1	<p>Expected date and address for agreement negotiations: Expected date: April 11, 2024</p> <p>Punjab Skills Development Fund 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore –Pakistan</p>
30.4	<p>Successful firm shall furnish 2% performance guarantee in the form of a bank guarantee favoring Punjab Skill Development Fund is pre-requisite for signing the contract.</p>
30.9	<p>Expected date for commencement of consulting services April 25, 2024 at:</p> <p>Procurement Department Punjab Skills Development Fund 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore –Pakistan</p>

Section 3. Technical Proposal - Standard Forms

Refer to 10.1 of the Data Sheet for Format of Technical Proposal to be submitted,

Checklist of Required Forms

FORM	DESCRIPTION	ATTACHED FORMS Mark Yes/ No	
		Yes	No
Tech 1	Technical Proposal Submission Form	<input type="checkbox"/>	<input type="checkbox"/>
Tech 2	Consultant's Organization and Experience	<input type="checkbox"/>	<input type="checkbox"/>
Tech 3	Description of the Approach, Methodology and Work Plan for Performing the Assignment	<input type="checkbox"/>	<input type="checkbox"/>
Tech 4	Team Composition and Task Assignments	<input type="checkbox"/>	<input type="checkbox"/>
Tech 5	Curriculum Vitae (CV) for Proposed Professional Staff	<input type="checkbox"/>	<input type="checkbox"/>
Tech 6	Staffing Schedule	<input type="checkbox"/>	<input type="checkbox"/>
Tech 7	Work Schedule	<input type="checkbox"/>	<input type="checkbox"/>
Tech 8	Eligibility Criteria Checklist & Supporting Documents	<input type="checkbox"/>	<input type="checkbox"/>
Tech 9	Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Tech 10	Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>

Form TECH-1 Technical Proposal Submission Form

(To be attached signed & stamped on firm's letterhead)

Location: _____ Date _____

To:

Dear Sir,

We, the undersigned, offer to provide the consulting services to PSDF for Hiring of Firm for Internal Systems Audit in accordance with your proposal dated [Date]. We are hereby submitting our Proposal through e-tender portal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and correct and, we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until the bid is valid in accordance with ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated Clause 30.9 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: _____

Form TECH-2 Consultant's Organization and Experience
(To be attached signed & stamped on firm's letterhead)

Organization Information			
Sr #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
4	General / Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) (Sole Proprietorship and Individuals are not allowed)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
6	Name and designation of 'Head of Organization'		
	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
7	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
8	Address of organization		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Form TECH-3 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 required to present your Technical Proposal as per the criteria listed in technical evaluation in the proposal]

Approach and Methodology

Please be precise and to the point in addressing the objectives of this assignment through proposed approach and methodology.

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following chapters:

- (i) Technical Approach and Methodology
- (ii) Work Plan & Timeline

a) Technical Approach and Methodology

In this chapter you should explain your understanding of the objectives and scope of Job/TORs of the assignment, approach to provide these services, and methodology for carrying out the assignment.

You may highlight the problems being anticipated by you in this assignment and their importance and explain the technical approach you would adopt to address them. You may also be invited for a presentation on your proposed methodology and evaluation will be done on the basis of followings:

- Interpretation of scope and objectives of assignment.
- Understanding of assignment deliverables.
- Overall methodology adopted and approach to conduct the assignment.

b) Work Plan

In this chapter you should propose your work plan against the main activities of the assignment, their content and estimated duration, describing phasing and interrelations and milestones. The proposed work plan should be consistent with the technical approach and methodology, showing clear understanding of the TORs and ability to translate them into a deliverable working plan. The work plan should be consistent with the Work Schedule of Form TECH-7.

Form TECH-4 Team Composition and Task Assignments

(To be attached signed & stamped on firm's letterhead)

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

Note: In case of change in the identified key management staff, firm will have to provide the details of key management staff having same or equivalent qualification & experience and get prior approval from PSDF for such change.

Form TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff

(To be attached signed & stamped on firm's letterhead)

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. 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>

8. Detailed Tasks Assigned [Indicate significant training since degrees under 6 - Education were obtained]:

9. 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.]

9.1) Name of assignment or project & Location: _____ Cost of

Project _____

Date of Start _____ Date of Completion _____

<p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
<p>9.2) Name of assignment or project & Location: _____ Cost of project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

10. 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-6 Staffing Schedule

(To be attached signed & stamped on firm's letterhead)

Full time input 

Part time input 

Year:		Staff input (in the form of a bar chart) ²												Total staff-month input		
N°	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
Local																
1		[Home]														
		[Field]														
2																
3																
N																
										Subtotal						
										Total						

Form TECH-7 Work Schedule

(To be attached signed & stamped on firm's letterhead)

Year:													
N°	Activity ¹	Months ²											
		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 may be indicated in the form of a bar chart.

Form TECH-8 Eligibility Criteria Checklist

(To be attached signed & stamped on firm's letterhead)

Eligibility Criteria Checklist				
Sr. No.	Eligibility Criteria Details	Evidence/Proof Required	Attached Supporting Documents/ Proof	
			Yes	No
1	Should be a legal entity i.e., firm	Registration certificate is required from registrar of firm along with partnership deed.	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be an active taxpayer in Federal Board of Revenue (FBR).	Provide active Taxpayer Evidence.	<input type="checkbox"/>	<input type="checkbox"/>
3	Firm must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm will have to get registered with PRA before signing of contract).	Please provide PRA registration certificate or undertaking on firm letterhead for registration before signing the contract (if already not registered)	<input type="checkbox"/>	<input type="checkbox"/>
4	Must be (SBP Category "A") auditing firm.	(Please provide Proof that firm is SBP "A" rated).	<input type="checkbox"/>	<input type="checkbox"/>
5	Affidavit on stamp paper (duly attested by oath commissioner) as per the form of the tender document, declaring that firm is not blacklisted or debarred by any organization anywhere in Pakistan.	Please attach copy of Affidavit (as per the form of the tender document) on stamp paper, duly attested by oath commissioner , of not less than Rs 100, declaring that the firm is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)	<input type="checkbox"/>	<input type="checkbox"/>
6	The firm must be an Affiliated/ Correspondent firm of a Global Audit Firm.	Please attach proof to establish that firm is an Affiliated/ Correspondent firm of a Global Audit Firm.	<input type="checkbox"/>	<input type="checkbox"/>

Form TECH-9 Affidavit

[To be printed on not less than PKR 100 Stamp Paper, **duly attested by oath commissioner.**
To be attached with Technical Bid]

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) is not in bankruptcy or liquidation proceedings.
- (ii) is not currently declared blacklisted by Government / Semi- Government / Agency or Authority or any employer till date due to the any reasons
- (iii) is not making any misrepresentations or concealing any material fact and detail.
- (iv) has not been convicted of, fraud, corruption, collusion or money laundering.
- (v) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- (vi) does not fall within any of the circumstances for ineligibility or disqualifications.
- (vii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (viii) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the Firm

Title of Officer: _____

Name of Firm: _____

Date: _____

Form TECH-10 Power of Attorney

FORMAT OF AUTHORIZATION OF REPRESENTATIVE

On non-judicial stamp paper (not below the value of Rs. 100)

POWER OF ATTORNEY

Know all men by these presents, we _____ name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____ name and residential address) who is presently employed with _____ and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Consultancy envisaging [add] ("**Consultancy**") including signing and submission of all documents and providing information / responses to the Punjab Skills Development Fund (**PSDF**), representing us in all matters before PSDF, and generally dealing with PSDF in all matters in connection with our bid for the said Consultancy. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Authorized Attorney

Name and Title of Attorney:

Name of Firm:

Address:

Note: To be executed by all members in case of a consortium or JV. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The original document of affidavit and power of attorney must reach to PSDF office before closing time of Bid/proposal submission. Also, attach copy of the affidavit and power of attorney in the relevant section of the e-tender

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under ICT clause 16 of Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakup of Costs

Form FIN-1 Financial Proposal Submission Form

(To be attached signed & stamped on firm's letterhead)

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services to PSDF for "Hiring of Firm for Internal System Audit" in accordance with your proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes.

Our Financial Proposal shall be valid and remain binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal as indicated in ICT clause 12.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and contract 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: _____

Form FIN-2 Summary of Costs

(To be attached signed & stamped on firm's letterhead)

Item	Cost without Taxes (PKR)	Applicable Taxes	Taxes Amount	Total Costs (PKR) incl. all applicable Taxes
	PKR	%	PKR	PKR
Total Cost (PKR)				
Total Cost (PKR) in Figures				
Total Cost (PKR) in Words				

Note:

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final".
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Payment Terms:

- Upon successful completion of deliverables as per below milestone, payment shall be made within 30 days after the submission of invoice.
- All the payment shall be made in the PKR after the deduction of all applicable taxes.
- Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the quarterly invoice value.

Sr. No	Deliverable Payment Milestone	Payment %	Time
1	Draft Gap assessment Report	70%	08 Weeks
2	Final Repot	30%	12 Weeks

Section 5. Eligible Countries

All the Consultants are allowed to participate in the subject procurement without regard to nationality, except Consultants of some nationality, prohibited in accordance with policy of the Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), Latest information may be confirmed from the relevant quarter.

Section 6. 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 debarring 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.

Section 7. Terms of Reference

Background

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 by the Government of Punjab (GoPb). PSDF offers quality demand-driven skills training to vulnerable and poor youth of Punjab helping them to create sustainable income generation opportunities in Pakistan and beyond.

Scope of Work

The scope of information system audit assignment is to provide independent, objective assurance and advisory services to assist PSDF in achieving its stated business objectives. The firm will do the complete gap analysis and audit of the information systems and purpose the recommendations as per the best practices to improve the overall effectiveness, performance, and efficiency of the IT systems. The firm would assess how successful the operating systems are in terms of functionality, performance, cost versus benefits, security, and the life cycle development activities.

Currently, PSDF is using a custom build system referred as Business Support System (BSS) to cater is maximum operational activities across the organization. This BSS is integrated with the standard applications like SAP B1 to handle the business and financial transactions. The BSS works as a central application for all the other systems and each PSDF department is responsible for perform their operational functions on it. In addition to that, PSDF is also using the services like NADRA for Biometric Verification (Digital Verification & Validation) and Android Monitoring Systems for third party monitoring. These systems are also integrated with the BSS.

Following is the scope of services and details of Information systems of the assignment:

1. Review and gap analysis of all PSDF information systems and give recommendations report for effective controls development.
2. Audit of the existing application including BSS, SAP, DVV, AMS and API Integrations etc. and share the report on the overall controls implemented across the information systems like general application controls, process execution, application usage, database management, security management and etc.
3. Audit of the current IT infrastructure including Data Centre control management.
4. Review of existing procurement business process
 - a. From e-tender application (3rd party application used by PSDF to do the Procurement)
 - b. To BSS (handle the financial and non-financial program related transactions)
 - c. To SAP B1 (Actual payment processing).
5. In SAP B1 following modules are purchased and deployed:
 - a. Financial Module including Banking and General Ledger
 - b. Purchase & Payables
 - c. Inventory / Stores Management
 - d. HR
 - e. Fixed Asset
 - f. Payroll

6. Assignment Tasks:

Task # 1 Obtain understanding of PSDF IT systems:

- a. The team will conduct informative meetings with PSDF IT personnel and process owners to gain understanding of the system and role in PSDF.
- b. The team will gain understanding of general controls in place for IT systems, including:
 - ✓ IT governance and management controls.
 - ✓ Data management controls.
 - ✓ Information security controls; and
 - ✓ Change management controls.
- c. The team will gain understanding of application controls in place for IT systems, including:
 - ✓ System documentation controls.
 - ✓ Input controls.
 - ✓ Processing controls.
 - ✓ Output controls.
 - ✓ Data transmission controls; and
 - ✓ Standing data and master file controls.

Task # 2 Core Business Processes Review:

- a. The team will conduct walkthrough testing of business system controls implemented in PSDF Systems.
- b. Ensure competence of implemented controls of each phase requirements includes senior management approvals and decisions and appropriate project management documents.
- c. Assess level of controls on end-to-end processes.
- d. PSDF systems workflows and blueprint approach, including business controls.
- e. Dashboards and key reports generated by PSDF Systems.
- f. Data migration policies and procedures.

Task 3 Security Review

- a. Security parameters including implementation level of organization's security policy and best practices.
- b. Segregation of duties implemented in Application with approved access controls matrix.
- c. Job description profiles of PSDF Systems users.
- d. Auditing, Logging & Monitoring.
- e. Change management procedures including initiation, authorization, construction, quality assurance, testing, migration, and documentation of changes.
- f. PSDF Systems software, database, storage, and operating system configuration.
- g. Program/table and administration security.
- h. User Access Management Procedures.

Task # 4 IT General Control Review (Control Environment)

- a. Change Management
- b. Logical and Physical Access Controls
- c. Quality Assurance and IS Monitoring
- d. Helpdesk Functions
- e. Backup Strategies

- f. Outsourced Operations & SLAs
- g. Strategic Controls
- h. BCP and DRP

Section 8. Form of Draft Contract

(This contract document is draft document and same would be finalized at the time of negotiation with consultant under Rule, 53 of PPRA Rules, 2014.)

Tentative Draft of contract is appended below.

DATED _____ 2024

AGREEMENT FOR HIRING OF A FIRM FOR INFORMATION SYSTEMS AUDIT

BETWEEN

Punjab Skills Development Fund

AND

[Name]

This **AGREEMENT** is made at Lahore, Pakistan this _____ day of _____ 2024:

BETWEEN

PUNJAB SKILLS DEVELOPMENT FUND, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

AND

[Name] a company registered under the Companies Act, 2017, having its registered address at [Address] acting through its authorized representative [name] hereinafter referred to as “**Consultant**”, which expression shall where the context so permits mean and include its executors, authorized representatives, administrators, successors in interest and permitted assigns)

(‘PSDF’ and ‘Consultant’ shall individually be referred to as a “Party” and collectively as “Parties”)

WHEREAS, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to hire a firm for information systems audit (“**Services**”).

AND WHEREAS Consultant is desirous of providing the aforesaid Services and submitted its bid on _____, and the bid has been deemed successful for awarding of this Contract.

AND WHEREAS, Consultant has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

RECITALS AND DEFINITIONS

The Recitals hereof shall form an integral part of this Agreement.

1. Definitions

“Applicable Law” means the laws and any other instruments having the force of law in the province of Punjab and federal law applicable on PSDF or the Consultant or as may be specified in this Contract, as they may be issued and in force from time to time.

“Agreement” means this Agreement for hiring of a firm for information systems audit

“Consultant” means who has been engaged to provide the Services.

“Consultant’s Personnel” means personnel whom the Consultant utilizes in the execution of its Agreement, including the staff, labor and other employees of the Consultant and each sub-Consultant; and any other personnel assisting the Consultant in the execution of the Consultant to be supervised by the Consultant (if applicable).

“Delay in submission of deliverables” means the delays by Consultant in meeting the timelines specified in this Agreement.

“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant assigned by the Consultant to perform the Services or any part thereof under the Agreement.

“Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Agreement and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

“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 Agreement.

“Services” means the work (as specified herein) to be performed by the Consultant pursuant to this Agreement.

“Sub-Consultant” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Agreement.

“Third Party” means any person or entity other than the Government, PSDF, the Consultant or a Sub-Consultant.

2. Scope of Work

- 2.1. Consultant agrees to provide Services in accordance with the terms of reference detailed in Appendix A.
- 2.2. Consultant shall provide the Services in accordance with the timelines specified in Appendix B.

3. TERM & PAYMENT

- 3.1. This Agreement is effective from _____, and its duration shall be **three months**, extendable up to another term based on the performance and same terms & conditions by mutual agreement between both the parties.
- 3.2. Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. Penalties for delay shall be imposed in accordance with Appendix C.
- 3.3. Within 21 days of submission of a deliverable under this Agreement, PSDF shall have a right to communicate to the Consultant any concerns over the submitted deliverable. PSDF shall pay an amount (inclusive of all applicable taxes) in accordance with Appendix C of this Agreement after all such concerns have been addressed by the Consultant to the satisfaction of PSDF.
- 3.4. All payments made hereunder shall be made subject to applicable tax deductions.

4. OBLIGATIONS

Obligations of Consultant

- 4.1. In providing the Services and related services to PSDF, Consultant shall, at all times, observe and comply with all the procurement related guidelines and policies of PSDF communicated to consultant from time to time. Any guidelines, policies or change therein will be communicated to the Consultant in writing well before time before they come into effect.
- 4.2. Consultant shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Consultant shall carry out all activities under this Agreement with the highest standards of quality professional and ethical competency and integrity.
- 4.4. Consultant shall comply with the code of ethics shared by PSDF and the anti-bribery and corruption policies of PSDF.
- 4.5. Consultant shall ensure that any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Consultant shall be taken by an official of the Consultant, authorized to do so. Consultant shall 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 Agreement. 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. PSDF retains the right to require any further information as may be required. Failure to disclose such commissions, gratuities or fees may result in termination of the Agreement.
- 4.6. Consultant shall employ and provide such qualified and experienced, Key-Experts, Non-Key Experts and Sub-Contractors/Sub-Consultants as are required to carry out the Services.
- 4.7. Consultant shall hold PSDF's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments.
- 4.8. Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant/Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or bribe or gift from any other party related to the Agreement or otherwise.
- 4.9. The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants/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 Agreement and shall disclose any arrangements that may cause a conflict of interest with the interests of PSDF.
- 4.10. Consultant shall ensure that the amounts received under this contract are not used for terrorism funding or money laundering.
- 4.11. Consultant shall retain and maintain all records related to the Agreement during the life of the Agreement and 5 years after the expiry of this Agreement except for all the records handed over to PSDF either in soft or hard form.
- 4.12. If in the course of providing the Services the Consultant knows or suspects money laundering, bribery or other serious crime, Consultant may be required to report to a relevant authority. The obligation to report arises regardless of whether the knowledge or suspicion relates to the acts of PSDF. Such matters will be reported to the relevant authority after duly notifying PSDF however, PSDF shall not have the right to restrict the Consultant from reporting such matters.

- 4.13. The Consultant shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that affects their capacity to serve the best interest of PSDF or that it may reasonably be perceived as having this effect.

Obligations of PSDF

In relation to this Agreement, PSDF shall:

- a) Prepare the tender/bidding documents specifying the nature of services required and eligibility requirements while ensuring compliance with the procurement guidelines of PSDF.
- b) Advertise the tender notices with the relevant details at the appropriate forums.
- c) PSDF shall share with the Consultant annual, semi-annual and quarterly procurement plans in writing at least 3 months prior to the beginning of the period. In case of concurrent schemes or schemes launched by PSDF on ad-hoc basis, evaluation shall be done within the timelines mutually agreed by both parties taking into consideration the availability of resources of Consultant. The timelines so agreed shall supersede the timelines mentioned in Appendix B.
- d) PSDF shall ensure that the Consultant will be informed on a timely basis of all decisions and will be provided with all necessary access to personnel, information and documents reasonably required to provide the Services. Unless otherwise stated in the Agreement, Consultant will not independently verify the accuracy of information and documents and will not be liable for any loss or damage arising from any inaccuracy or other defect in information or documents provided, or any failure to provide on a timely basis such access, information or documents.

5. WARRANTIES AND REPRESENTATIONS

5.1. CONSULTANT'S WARRANTIES AND REPRESENTATIONS

- 5.1.1. Consultant warrants and represents that it has submitted 2% of the overall contract value as performance guarantee.
- 5.1.2. Consultant warrants and represents that it has submitted the Bid Security of one per cent (1%) of estimated cost of PKR 2.3 million as specified under the bidding document.
- 5.1.3. Consultant warrants and represents that it is an SBP Category A auditing firm.
- 5.1.4. Consultant warrants and represents that there is not and will not be any conflict of interest between the consultant and the bidders being evaluated in accordance with the code of ethics for chartered accountants issued by the Institute of Chartered Accountants of Pakistan and in case of a conflict of interest, it shall immediately inform PSDF in writing.
- 5.1.5. Consultant represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement.
- 5.1.6. Consultant warrants and represents that it will not undertake any activity that may be categorized as fraud and corruption, unfair advantage as described in the RFP and PSDF shall be entitled to penalize if any collusion is identified.
- 5.1.7. Consultant warrants and represents that it will not undertake any activity or hire individuals that can violate laws regarding the employment of children.

- 5.1.8. Consultant warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 5.1.9. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.10. Consultant warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.11. Consultant warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.12. Consultant warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.13. This Agreement and all documents to be executed by Consultant and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Consultant.

5.2. PSDF'S WARRANTIES AND REPRESENTATIONS

- 5.2.1 This Agreement and all documents executed or to be executed by PSDF and to be delivered to Consultant in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

6. INDEMNITIES AND LIABILITIES OF CONSULTANT

- 6.1. Consultant's maximum penalty for default shall be limited to the fee amount of the specific phase of the scheme in question if the Consultant has not followed the due process as mentioned in Appendix C. If PSDF is of the view that due process has not materially been followed by the Consultant, PSDF shall have the right to initiate proceedings in accordance with dispute resolution process.
- 6.2. Consultant shall fully indemnify and keep indemnified PSDF, its shareholders, directors, officers, employees and agents from and against any claims (third party or otherwise), actions, proceedings, suits, demands, losses, liabilities, disputes, judgments, expenses, costs, awards and damages (including reasonable legal fees and other cost of litigation) ("**Claims**") resulting from the non-fulfilment or breach by Consultant of its obligations under this Agreement or by any act or omission of its employees/agents. In no event will Consultant be liable whether the claim be in tort, contract or otherwise, for an amount in excess of the unpaid fee invoiced to PSDF.
- 6.4. Unless otherwise stated in the Agreement, intellectual property rights in all documentation, systems, materials, methodologies and processes (in paper or electronic form and including working papers) brought to the Services by the Consultant or created by the Consultant in the cause of the Services, shall remain and be vested in the Consultant. It is not the practice of Consultant to release or grant access to such documentation. This clause does not affect PSDF's use of the Deliverables in accordance with the terms of this Contract.

- 6.5. The Services are not designed to and are not likely to reveal fraud or misrepresentation by the management or any other person. Accordingly, Consultant cannot accept responsibility for detecting fraud (whether by management or by external parties) or misrepresentation by the management or any other person.
- 6.6. Nothing in this Agreement shall prevent Consultant from taking any such action as may be permitted or required by law or statute or to comply with the rules or regulations of any relevant professional body.

7. INDEMNITIES AND LIABILITIES OF PSDF

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Consultant for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Consultant received advance notice of the possibility of such damages.
- 7.2. Consultant shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.
- 7.3. PSDF, by executing this contract, agrees to indemnify and hold harmless Consultant from all third-party claims, damages, liabilities and costs other than those resulting from wilful misconduct or dishonesty of Consultant. If any claim, action or proceeding against Consultant arises with respect to which Consultant is entitled to indemnity hereunder, Consultant shall promptly notify PSDF which shall be entitled to retain counsel (who shall be satisfactory to Consultant) to defend such action or proceeding and PSDF shall be responsible to pay the costs, fees and disbursements of such defense.

8. EVENTS OF DEFAULT

- 8.1. The following events shall each constitute an "Event of Default" by Consultant:
 - 8.1.1 If Consultant violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives Consultant written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Consultant does not commence to cure such violation, breach or failure within such thirty (30) day period.
 - 8.1.2 If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to Consultant in writing the same is not replaced within 30 days.
 - 8.1.3 PSDF reserves the right to terminate the Agreement at any point in time without assigning any reasons with a month's notice. The Consultant may terminate this Agreement at any point without assigning any reason with a four-month notice. Where this Agreement is terminated or suspended for reasons other than material breach by the Consultant, PSDF will pay the Consultant for all the agreed services provided up to the date of termination or suspension that the Consultant may reasonably incur in connection with the termination or suspension.

9. CONFIDENTIAL INFORMATION

PSDF and Consultant will be entitled to disclose the Confidential Information of the other:

- (a) where there is a requirement to do so under applicable law, rule or regulation provided that, where permitted and practicable, reasonable notice is first given to the other party; or
- (b) to their respective insurers or legal advisors where required in any dispute relating to the Services, provided that the Confidential Information is kept confidential by them.

PSDF agrees that Consultant may disclose, transfer and process Confidential Information, including to Affiliates or subcontractors which may be located in other territories:

- (a) as required for the proper performance of the Services; or
- (b) in the conduct of Consultant's independence, risk management or quality reviews; or
- (c) as reasonably required for legitimate business purposes including client relationship management, account management, internal financial reporting and information technology support.

With respect to the personal data:

- (a) that you provide to us, you confirm that your provision of such data in accordance with the terms of this Agreement will not place us in breach of any applicable data privacy legislation;
- (b) that we provide to you, you agree to keep such data confidential, secure and in accordance with any applicable data privacy legislation.

It is acknowledged by both parties that the electronic transmission of information cannot be guaranteed to be secure or virus or error free and consequentially such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected.

10. FRAUD AND CORRUPTION

- 10.1. The Consultant shall ensure that the Consultant and the Consultants Personnel shall observe the highest standard of ethics during the execution of this Agreement and the provision of the Services.
- 10.2. Any communications between the PSDF and the Consultant related to matters of alleged corrupt practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.3 PSDF shall have the right to immediately terminate this Agreement and permanently withhold any payments if it is established that the Consultant or any Consultant Personnel was engaged in corrupt practices either during the bidding for this Agreement or during the provision of any part of the Services.
- 10.4. PSDF may also declare the Consultant as blacklisted.

11. TERMINATION

- 11.1. If this Agreement has not become effective within 30 days of the signing of the Agreement, either Party may, by not less than thirty (30) days written notice to the other Party, terminate the Agreement.

11.2. PSDF may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence PSDF 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, 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 communicated to the Consultant;
- (b) If the Consultant becomes insolvent or bankrupt or enters 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;
- (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 PSDF, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- (f) If the Consultant fails to confirm availability of Key Experts;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 120 hours in emergency/ urgent nature cases or as mentioned in the Agreement.

11.3. If the Consultant, in the judgment of PSDF has engaged in corruption or fraudulent practices, in competing for or in executing the Agreement, then PSDF may, after giving fourteen (14) calendar days' written notice to the Consultant, terminate Agreement.

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

- (a) If PSDF fails to pay any money due, for the satisfactory performance, to the Consultant pursuant to this Agreement and not subject to dispute, 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 PSDF fails to comply with any final decision reached as a result of arbitration.
- (d) If PSDF is in material breach of its obligations pursuant to this Agreement 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 PSDF of the Consultant's notice specifying such breach.

11.5. Upon termination or expiration of this Agreement, 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 this Agreement, and (iii) any right which a Party may have under the Applicable Law.

11.6. Upon termination of this Agreement 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 PSDF, the Consultant shall proceed as specified by PSDF and return all material provided by PSDF, including any Confidential Information or intellectual property that the Consultant may have been authorized to use.

11.7. Upon termination of this Agreement, PSDF shall make any undisputed payments to the Consultant with respect to the remuneration for Services satisfactorily performed prior to the effective date of termination, if the Consultant is not at fault for the termination.

12. SUSPENSION

PSDF 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 Agreement or in case an investigation is being conducted against the Consultant, including satisfactorily carrying out the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to rectify such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

13. INTELLECTUAL PROPERTY

13.1. 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 PSDF in the course of the Services shall be confidential and become and remain the absolute property of PSDF. The Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such documents to PSDF 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 Agreement without prior written approval of PSDF.

13.2. 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 PSDF's prior written approval to such agreements, and PSDF shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

14. ENTIRE AGREEMENT

This agreement, together with the all the appendices constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such agreement applies or refers.

15. WAIVER

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

16. RECORD

Consultant shall retain all the records related to invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of 5 years after the termination of this Agreement and PSDF shall have a right to audit the same at any time. This shall not include records already provided to PSDF in either hard or soft form. However, Consultant will be liable to ensure the completeness of the shared record.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1. Consultant shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.
- 17.2. Consultant shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.
- 17.3. Consultant may sub-contract part of the Services to an extent and with such Key Experts and Sub-Contractors/Sub-Consultants as may be approved in advance by PSDF.

18. CONFIDENTIALITY

- 18.1 Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:
 - a) Is or becomes public other than through a breach of this Agreement.
 - b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - c) Was known to the recipient at the time of disclosure or is thereafter created independently;
 - d) Is disclosed as necessary to enforce recipient's rights under this Agreement; or
 - e) Must be disclosed under applicable law, legal process or professional regulations.
- 18.2 Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

19. BLACKLISTING

After signing the Agreement, if Consultant is unable to fulfil its obligations and abandons PSDF without any cogent reason, Consultant may be blacklisted by PSDF subject to the dispute resolution process as agreed before signing of contract between both the parties.

20. FORCE MAJEURE

- 20.1 Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightening, pandemic, epidemic, war and hostilities.
- 20.2 If either party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.
- 20.3 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this

Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

21. LANGUAGE AND NOTICES

21.1 The Agreement as well as all correspondence and documents relating to the Agreement exchanged between the Consultant and PSDF, shall be written in the English language unless otherwise stated in this Agreement. Supporting documents and printed literature that are part of the Agreement may be in another language.

21.2 A notice or other communication under or in connection with this Agreement shall be:

in writing;

in the English language; and

delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

21.3 ADDRESSES:

PSDF	Consultant
<p>Attention: PROCUREMENT HEAD</p> <p>21 A Block H, Mateen Fatima Road</p> <p>Gulberg II, Lahore</p> <p>TEL:-042-111-11-77-33</p>	<p>Attention:</p>

22. RELATIONSHIP BETWEEN THE PARTIES AND AGENCY

22.1. The Consultant shall be responsible to PSDF for the satisfactory Services provided under this Agreement and shall be responsible for the provision of the Services as per Rule 54 of the PPRA 2014 and subject to clause 6 as included above.

22.2. The Parties shall remain independent parties and shall not be considered to be employees, agents, joint venture etc. of either Party. Findings shall not be construed to render any other provision of this Agreement either void or unenforceable.

23. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings

shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

24. VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

25. COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

26. AMENDMENTS

Any amendment to this Agreement shall only be binding if executed in writing by the parties through their duly authorized representatives.

27. ARBITRATION AND GOVERNING LAW

- 27.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties' consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 27.2. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration in accordance with the Arbitration Act 1940 as amended from time to time.
- 27.3. Cost of the arbitration proceedings will be borne equally by both parties.

28. HARASSMENT

Consultant is expected to treat all persons with whom it interacts with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

29. DISCRIMINATION

Consultant shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

IN WITNESS THEREOF, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Consultant

Name: Designation: On behalf of PSDF	

Witnesses:

1.

Witness's Name: _____

Witness's CNIC: _____

Witness's Signature: _____

2.

Witness's Name: _____

Witness's CNIC: _____

Witness's Signature: _____

APPENDIX A

TERMS OF REFERENCE

Scope of Work

The scope of information system audit assignment is to provide independent, objective assurance and advisory services to assist PSDF in achieving its stated business objectives. The Consultant will do the complete gap analysis and audit of the information systems and propose the recommendations as per the best practices to improve the overall effectiveness, performance, and efficiency of the IT systems. The Consultant would assess how successful the operating systems are in terms of functionality, performance, cost versus benefits, security, and the life cycle development activities.

Currently, PSDF is using a custom build system referred as Business Support System (BSS) to cater its maximum operational activities across the organization. This BSS is integrated with the standard applications like SAP B1 to handle the business and financial transactions. The BSS works as a central application for all the other systems and each PSDF department is responsible for performing their operational functions on it. In addition to that, PSDF is also using the services like NADRA for Biometric Verification (Digital Verification & Validation) and Android Monitoring Systems for third party monitoring. These systems are also integrated with the BSS.

Following is the scope of services and details of Information systems of the assignment, the Consultant shall:

- 7.** Review and gap analysis of all PSDF information systems and give recommendations report for effective controls development.
- 8.** Audit of the existing application including BSS, SAP, DVV, AMS and API Integrations etc. and share the report on the overall controls implemented across the information systems like general application controls, process execution, application usage, database management, security management and etc.
- 9.** Audit of the current IT infrastructure including Data Centre control management.
- 10.** Review of existing procurement business process
 - a. From e-tender application (3rd party application used by PSDF to do the Procurement)
 - b. To BSS (handle the financial and non-financial program related transactions)
 - c. To SAP B1 (Actual payment processing).
- 11.** In SAP B1 following modules are purchased and deployed:
 - a. Financial Module including Banking and General Ledger
 - b. Purchase & Payables
 - c. Inventory / Stores Management
 - d. HR

- e. Fixed Asset
- f. Payroll

12. Assignment Tasks:

Task # 1 Obtain understanding of PSDF IT systems:

- a. The Consultant will conduct informative meetings with PSDF IT personnel and process owners to gain understanding of the system and role in PSDF.
- b. The Consultant will gain understanding of general controls in place for IT systems, including:
 - ✓ IT governance and management controls.
 - ✓ Data management controls.
 - ✓ Information security controls; and
 - ✓ Change management controls.
- c. The Consultant will gain understanding of application controls in place for IT systems, including:
 - ✓ System documentation controls.
 - ✓ Input controls.
 - ✓ Processing controls.
 - ✓ Output controls.
 - ✓ Data transmission controls; and
 - ✓ Standing data and master file controls.

Task # 2 Core Business Processes Review:

- g. The Consultant will conduct walkthrough testing of business system controls implemented in PSDF Systems.
- h. Ensure competence of implemented controls of each phase requirements includes senior management approvals and decisions and appropriate project management documents.
- i. Assess level of controls on end-to-end processes.
- j. PSDF systems workflows and blueprint approach, including business controls.
- k. Dashboards and key reports generated by PSDF Systems.
- l. Data migration policies and procedures.

Task 3 Security Review

- i. Security parameters including implementation level of organization's security policy and best practices.
- j. Segregation of duties implemented in Application with approved access controls matrix.
- k. Job description profiles of PSDF Systems users.
- l. Auditing, Logging & Monitoring.
- m. Change management procedures including initiation, authorization, construction, quality assurance, testing, migration, and documentation of changes.
- n. PSDF Systems software, database, storage, and operating system configuration.
- o. Program/table and administration security.
- p. User Access Management Procedures.

Task # 4 IT General Control Review (Control Environment)

- i. Change Management
- j. Logical and Physical Access Controls
- k. Quality Assurance and IS Monitoring
- l. Helpdesk Functions
- m. Backup Strategies
- n. Outsourced Operations & SLAs
- o. Strategic Controls
- p. BCP and DRP

APPENDIX B

TIMELINES

Deliverables and Time Frame

Sr. No	Deliverable Payment Milestone	Time
1	Draft Gap assessment Report	08 Weeks
2	Final Repot	12 Weeks

APPENDIX C

PAYMENT TERMS

- Upon successful completion of deliverables as per below milestone, payment shall be made within 30 days after the submission of invoice.
- All the payment shall be made in the PKR after the deduction of all applicable taxes.
- Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the quarterly invoice value.

Sr. No	Deliverable Payment Milestone	Payment %	Time
1	Draft Gap assessment Report	70%	08 Weeks
2	Final Repot	30%	12 Weeks

General Conditions of Contract

26.1 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) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (w) **“Sub-Contractors”** means an entity to whom/which the Consultant sub Contracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

1. 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.

2. Law Governing Contract

3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, unless otherwise specified in SCC.

3. Language

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 SCC. 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.

4. Headings

The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

- 4.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

5. Communications

- 5.1. 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 SCC..

- 5.2. 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 SCC.

6. Location/Site

- 6.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Agency's country or elsewhere, as the Procuring Agency may approve.

7. Authority of Member in Charge

- 7.1. In case the Consultant is a Joint Venture or a Consortium, the members hereby authorize the member specified in the SCC 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.

8. Authorized Representatives

- 8.1. 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.

9. Fraud and Corruption

9.1 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.

9.2 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.

9.3 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.

9.4 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

9.5 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

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.

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

10. Effectiveness of Contract

10.1 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 SCC have been met.

11. Termination of Contract for Failure to Become Effective

11.1 If this Contract does not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, cancel the Contract.

12. Commencement of Services

12.1 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 SCC.

13. Expiration of Contract

13.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

14. Entire Agreement

14.1 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.

15. Modifications or Variations

15.1. 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.

15.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

16. Force Majeure

a. Definition

16.1. 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.

16.2. 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.

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

b. No Breach of Contract

16.4. 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

- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.

17. Suspension

- 17.1. 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.

18. Termination

18.1. 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.

18.1.2. 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

18.1.3. 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

18.1.4. 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

18.1.5. 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 Termination

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

- (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.

28.1 C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

19.1 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.

19.2. 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.

19.3. 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

19.4. 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.

20. Conflict of Interests

20.1. 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

20.1.1 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 Consultant shall

Commissions, Discounts, etc.	<p>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.</p> <p>20.1.2 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.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	<p>20.1.3 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.</p>
c. Prohibition of Conflicting Activities	<p>20.1.4 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.</p>
d. Strict Duty to Disclose Conflicting Activities	<p>20.1.5 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.</p>
21. Confidentiality	<p>21.1 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.</p>
22. Liability of the Consultant	<p>22.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Law.</p>
23. Insurance to be Taken out by the Consultant	<p>23.1 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 SCC, and (ii) at the Procuring Agency's request, shall provide evidence</p>

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.

24. Accounting, Inspection and Auditing

24.1 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.

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.

25. Reporting Obligations

25.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix, including maintain a dashboard for monitoring progress.

26. Proprietary Rights of the Procuring Agency in Reports and Records

26.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the 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.

26.2 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**.

27. Equipment, Vehicles and Materials

27.1 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.

27.2 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.

28. Code of Conduct

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

29.1 D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the 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.

31. Removal of Experts or Sub-Contractors

31.1 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.

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.

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.

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

30.1 E. OBLIGATIONS OF THE PROCURING AGENCY

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Procuring Agency should use its best efforts to:

- (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**.

33. Access to Project Site

33.1 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.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the 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

35. Services, Facilities and Property of the Procuring Agency

35.1 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**.

36. Counterpart Personnel

36.1 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**.

36.2 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.

37. Payment Obligation

37.1 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.

31.1 F. PAYMENTS TO THE CONSULTANT

- | | |
|--|---|
| 38. Contract Price | 38.1 The Contract price is fixed and is set forth in the SCC . The Contract price breakdown is provided in Appendix C . |
| 39. Taxes and Duties | 39.1 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 SCC . |
| 40. Currency of Payment | 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract. |
| 41. Mode of Billing and Payment | <p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.</p> <p>41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p style="padding-left: 40px;">41.2.1 <u>Advance payment:</u> Unless otherwise indicated in the SCC, 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 SCC. 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 Appendix D, 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 SCC until said advance payments have been fully set off.</p> <p style="padding-left: 40px;">41.2.2 <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> <p style="padding-left: 40px;">41.2.3 <u>The Final Payment</u> .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</p> |

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.

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

41.2.4 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.

42. Interest on Delayed Payments

42.1 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**.

32.1 G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

33.1 H. SETTLEMENT OF DISPUTES

44. Arbitration

44.1 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.

44.2 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.

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

34.1 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.

(5) 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.

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

(7) 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 debarring 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of the province of Punjab.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Agency : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>

11.1	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p>The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <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>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
21 b.	<p>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</p> <p>Yes _____ No _____</p>

39.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local direct and indirect taxes.</i></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>The amount of such taxes is _____ <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>
42.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <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, 15th 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>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i></p>

