NOTE SHEET

SUBJECT: **NOTIFICATION OF PROCUREMENT COMMITTEE AND GRIEVANCE REDRESSAL COMMITTEE**

It is stated that Finance Department had notified the constitution of Procurement committee & grievance redressal committee of Public Private Partnership Support Facility (PSF) vide notification No. FD(E&A)9(58)/2019 dated 18.12.2019 **(Annex-A)**.

2. PSF has received a letter from Director PPP unit dated 14.01.2019 **(Annex-B)** stating that the Procurement Committee has two (02) members from the PSF and one member from the PPP unit, Finance Department whereas the Grievance Redressal committee is headed by the Chief Executive Officer PSF and has two (02) members from the Finance Department. The letter further requested to amend the constitution of the Procurement Committee and Grievance Redressal Committee as the members from Finance Department does not qualify as outside members.

3. Although PSF is a separate legal entity registered under SECP and headed by an independent Board of Directors and members from Finance Department may be treated as outside members. However, for the purposes of extreme caution and to avoid any event(s) of misprocurement, the Secretary Finance is requested to approve the reconstitution of Procurement & Grievance Redressal Committee of PSF as per below composition: -

Procurement Committee

(i)	Chief Risk Officer PSF	Convener
(ii)	Chief Financial Officer PSF	Member
(iii)	Mr. Asjad Asad Wasi (Senior Manager IT, IBA)	Member

Grievance Redressal Committee

(i)	Chief Executive Officer PSF	Convener
(ii)	A representative of the Accountant General Sindh	Member
(iii)	An independent professional from the relevant field concerning the procurement process in question to be nominated by the CEO PSF	Member

4. In view of the foregoing, Secretary Finance, Government of Sindh is requested to approve the constitution of Procurement Committee and Grievance Redressal Committee as per para 3/n above enabling PSF to issue the notification accordingly.

Jan 21, 2020

Mujtaba Shahneel
Chief Executive Officer

5. **<u>Secretary Finance, Government of Sindh</u>**

21/1

PSF
for sustainable development

PUBLIC PRIVATE PARTNERSHIP SUPPORT FACILITY
PSF/TD/CS/2026-A

REQUEST FOR PROPOSALS (RFP)

APPOINTMENT OF CHARTERED ACCOUNTANCY (CA) FIRM TO ACT AS INTERNAL AUDITOR FOR THE PERIOD 1ST JANAURY 2026 TO 30TH JUNE 2028

The Public Private Partnership Support Facility ('PSF') is a (not for profit) Public Sector Company of the Government of Sindh ('GoS'). The company is mandated to conduct Risk Management assessment for PPP projects under the Viability Gap Fund, managed by the PSF for the Govt. of Sindh, thereby enhancing corporate governance, transparency, improving the delivery of public infrastructure and social services by achieving better value for money and improving risk management of the projects. The PSF, therefore, invites sealed bids (Single Stage-Two Envelope) under SPPRA rules, 2010 (Amended up to date) for "Internal Audit" for the period 1st January 2026 to 30th June 2028.

Technical and Financial Proposals ('Proposals') are invited from the Interested Parties IP(s) comprising of reputed/ recognized Chartered Accountancy (CA) firms engaged in rendering professional services of Internal Audit of Government owned Public Sector Companies and who meet the following criteria:

i. The (CA) firms should be compliant with the International Federation of Accountants (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.

ii. The Firm should hold an active ICAP registration, a satisfactory QCR status, and formal registration with the Audit Oversight Board (AOB).

iii. The firm should have at least 10 years' experience of conducting internal audit and have sufficient resources to conduct internal audit at the PSF's registered office in Karachi.

iv. IPs, who are and/or have rendered professional audit services to the PSF in the past five years or are engaged at present, are ineligible to apply. Documentation accompanying and comprising the Proposals, as provided by any IP(s), shall not be reclaimable or returnable.

Tender Description	Tender No.	Bidding Procedure	Bid Security	Tender Collection (Start Date)	Tender Collection (End Date)	Tender Submission Date/Time	Tender / Bid Opening Date
APPOINTMENT OF CHARTERED ACOOUNTANCY (CA) FIRM TO ACT AS THE INTERNAL AUDITOR OF PSF FOR THE PERIOD 1ST JANAURY 2026 TO 30TH JUNE 2028	PSF/TD/CS/26-A	Single stage Two envelope	2%	06-07-2026 (during office hours 9 am -5 pm)	21-07-2026 (during office hours 9 am -5 pm)	22-07-2026 03:00 pm	22-07-2026 03:30 pm

v. The firms should submit their proposal within 15 days from the date of publication of advertisement in newspaper with all necessary documents along with non-refundable processing fee of Rs. 1,000/- and refundable 2% bid security of the total bid cost, in the form of Bank Draft/ Pay Order/ Bankers Cheque in favor of the PUBLIC PRIVATE PARTNERSHIP SUPPORT FACILITY, at the address mentioned hereunder.

vi. In case of any force majeure on submission/ opening date & time or if Government declares holiday, the tender shall be submitted/ opened on the next working day at the same time & venue.

vii. This advertisement along with tender documents can be downloaded from the official websites of the PSF: www.pppsf.org and the SPPRA https://sindh.eprocure.gov.pk.

FOR FURTHER INFORMATION/ QUERIES PLEASE CONTACT

Manager HR & Admin
Office: (92-21) 35640337-8
PPPSF, 2nd Floor, Imperial Court Building,
Dr. Zia Uddin Ahmed Road, Karachi-75400, Pakistan

(Syed Rizwan Ali)
Chief Executive Officer

Members of Consultant Selection Committee:-

1. Manager Human Resource & Administration, PSF ____________
2. Social Sector Specialist, PSF ____________
3. Director Internal Audit, P&D Department, GoS ____________
4. Investment Specialist, Finance Dept, GoS ____________
5. CFO, Sindh Insurance Limited ____________

Public Private Partnership Support Facility
2nd Floor | Imperial Court Building |
Dr. Zia uddin Ahmed Road | Karachi | Pakistan

PSF
for sustainable development

Karachi: June 22, 2026

NOTIFICATION

No. PSF/CSC/2026/01: - In pursuance of the decision of competent authority, following committee is hereby constituted under Rule 67 of SPPRA Rules 2010: -

CONSULTANT SELECTION COMMITTEE

S.No.	Designation / Particulars	Status
1.	Manager Human Resource & Administration, PSF	Convener
2.	Social Sector Specialist, PSF	Member
3.	Director Internal Audit, Planning & Development Department, GoS	Member
4.	Investment Specialist, Finance Department, GoS	Member
5.	Chief Financial Officer, Sindh Insurance Limited	Member

CHIEF EXECUTIVE OFFICER, PSF
Karachi, dated June 22, 2026

A copy is forwarded for information and necessary action to: -

1. Convener and members of the Committee
2. PS to Secretary Finance, Govt. of Sindh
3. Office File.

RIAZ AHMED
Chief Financial Officer, PSF

PUBLIC PRIVATE PARTNERSHIP SUPPORT FACILITY

ANNUAL PROCURMENT PLAN

(WORK, GOODS & SERVICES)
FINANCIAL YEAR 2026-2027

S. #	DESCRIPTION OF PROCURMENT	QTY	ESTIMATED UNIT COST (PKR) in Million	ESTIMATED TOTAL COST (PKR) in Million	FUNDS ALLOCATED (PKR) in Million	SOURCE OF FUNDS	PROPOSED PROCURMENT METHOD	TIMING OF PROCUREMENT				REMARKS
								1ST Qtr	2ND Qtr	3RD Qtr	4TH Qtr	
1	**APPOINTMENT OF CHARTERED ACCOUNTANCY (CA) FIRM TO ACT AS INTERNAL AUDITOR FOR THE PERIOD 1ST JANAURY 2026 TO 30TH JUNE 2028**	1	9	9	9	Non ADP	Single stage – two envelope	✓				KHI – Head office

Company Secretary

PUBLIC PRIVATE PARTNERSHIP SUPPORT FACILITY (PSF)

APPOINTMENT OF CHARTERED ACCOUNTANT FIRM TO ACT AS INTERNAL AUDITOR OF PSF FOR THE PERIOD 1ST JANUARY 2026 TO 30TH JUNE 2028

PSF

for sustainable development

CONTENTS

Section 1. Instructions to Consultants

Instructions to Consultants

1. Definitions

(a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals

(c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.

(d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.

(e) "Day" means calendar day including holiday.

(f) "Government" means the Government of Sindh.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.

(k) "Sub-Consultant" means any person or entity to whom the Consultant subcontractsany part of the Services.

(l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process -at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict ofInterest

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

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

i. A consultant that has been engaged by the procuringagency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

ii. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed forthe same or for another Procuring Agency.

iii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationshipwith a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

4. Conflicting Relationships

4.1 Government officials and civil servants may be hired as consultants only if:

i. They are on leave of absence without pay;

ii. They are not being hired by the agency they were working for, six months prior to going on leave; and

iii. Their employment would not give rise to any conflict of interest.

5. Fraud and Corruption

5.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

i. "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

ii. Under Rule 35 of SPPR 2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to theSPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

6. 'Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

7. Eligible Consultants

7.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

7.2 Short listed consultants emerging from request of expression of interest are eligible.

8. Only one Proposal

8.1 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub- Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bidamount).

10. Clarification and Amendment inRFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior tothe date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a resultof a clarification, it shall do so.

10.2At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shallacknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

12. Preparation of Proposals

12.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

12.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

13. Language

13.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

14. Technical Proposal Format and Content

14.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

14.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

i. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff , duration of the assignment, contract amount, and firm's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 5 years.

v. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

vi. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

vii. Any additional information requested in the Data Sheet.

14.3 The Technical Proposal shall not include any financial information.

15. Financial Proposals

15.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

16. Taxes

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

17. Submission, Receipt, and Opening of Proposals

17.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

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

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

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

18. Proposal Evaluation

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

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

19. Evaluation of Technical Proposals

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

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

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

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

19.4 Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un opened.

20. Evaluation of Financial Proposals

20.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall beread aloud. The Financial Proposal of the Consultants who met theminimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These FinancialProposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

20.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In additionto the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

20.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.

20.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

21. Negotiations

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

22. Technical negotiations

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

23. Financial negotiations

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

24. Availability of Professional staff/experts

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

25. Award of Contract

25.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such awebsite exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

25.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.

25.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

26. Confidentiality

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

Data Sheet

1.1	Name of the Assignment is: Appointment of CA firm to act as internal auditor of PSF for the period 1st January 2026 to 30th June 2028. The Name of the PA's official (s): Sumair Ahsanullah Address: 2nd Floor, Imperial Court (Old block), Dr. Ziauddin Ahmed Road, Karachi Telephone: +92-35640337-8 E-mail: info@pppsf.org
1.2	The method of selection is: Least Cost Selection Method
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes
1.4	The PA will provide the following inputs and facilities: None
1.5	The Proposal submission address is: 2nd Floor, Imperial Court (Old block), Dr. Ziauddin Ahmed Road, Karachi Proposals must be submitted no later than the following date and time: 22-07-2026 (1500Hrs)
1.6	Expected date for commencement of consulting services: August 1, 2026 at: PSF Office, Karachi
1.7	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
1.8	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: 2nd Floor, Imperial Court (Old block), Dr. Ziauddin Ahmed Road, Karachi Facsimile: E-mail: info@pppsf.org
1.9	Bid Security: 2% of the bid price.
2	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
2.1	Shortlisted Consultants may associate with other shortlisted Consultants: No
2.2	The Financial Proposal shall be as per given format.

2.3	The format of the Technical Proposal to be submitted is: STP
2.4	Training is a specific component of this assignment: No
2.5	(1) cost of necessary conveyance (within the city), including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (2) cost of printing and dispatching of the reports to be produced for Consulting Services; (3) cost of such further items required for purposes of the Services not covered in the foregoing.
2.6	Amounts payable by the PA to the Consultant under the contract to be subjectto local taxation, stamp duty and service charges, if applicable:
2.7	Consultants to state local cost in the national currency (in case of ICB only):
2.8	Consultant must submit the original Technical & Financial Proposal.
2.9	**ELIGIBILTY/ TECHNICAL EVALUATION CRITERIA FOR HIRING OF INTERNAL AUDIT FIRM** As per Tech 1
3.0	Successful firm is required to submit performance security in form of pay order, demand draft or bank guarantee equivalent to 5% of the contract amount.
3.1	Consultant undertakes to sign Integrity Pact.

Section 2. Technical Proposal - Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: Public Private Partnership Support Facility
2nd Floor, Imperial
Court Building (Old
Block),
Dr. Ziauddin Ahmed
Road, Karachi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Internal Audit Services of PSF in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

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

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

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

We understand you are not bound to accept any Proposal you

receive.We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________________
Name and Title of Signatory: ____
Name of Firm: ____
Address: ____

ELIGIBILTY/ TECHNICAL EVALUATION CRITERIA FOR HIRING OF INTERNAL AUDIT FIRM

S. No.	Evaluation Criteria	Documentary Evidence Required	Maximum Marks	Scoring Criteria
1	Active ICAP Registration	Copy of valid ICAP Registration Certificate	10	Valid ICAP Registration = 25 Marks; Otherwise = 0 Marks
2	Active Registration with FBR (Income Tax) and SRB (Services Tax)	Copy of Tax Certificate	10	Active Registration = 10 Marks Otherwise = 0 Marks
3	Quality Control Review (QCR) Rating	Latest QCR Report/Certificate	20	Satisfactory QCR Rating = 20 Marks; Otherwise = 0 Marks
4	Audit Oversight Board (AOB) Registration	Copy of valid AOB Registration Certificate	10	Valid Registration = 10 Marks; Otherwise = 0 Marks
5	General Experience	ICAP Registration	20	Upto 5 years of experience = 5 Marks 1 additional mark for each additional year of experience subject to maximum 20 Marks.
5	Experience in Conducting Internal Audits	Purchase Orders, Work Orders, Contracts, Completion Certificates evidencing completed Internal Audit assignments	30	2.5 Marks for each assignment subject to maximum 30 Marks.
	TOTAL		**100**	

Notes:

- Documentary evidence in the form of Purchase Orders, Work Orders, Contracts, Completion Certificates, or equivalent client-issued documents shall be submitted for each Internal Audit assignment claimed.

- Only completed annual cycle of Internal Audit assignments shall be considered for evaluation whereas each client shall be considered as one assignment for this purpose.
- Firms obtaining a minimum score of 70 marks out of 100 shall qualify for the financial evaluation stage.

FORM TECH-2. DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THE ASSIGNMENT

FORM TECH-3. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Section 3. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: Public Private Partnership Support Facility

2nd Floor, Imperial Court Building (Old Block),

Dr. Ziauddin Ahmed Road, Karachi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Internal Audit Services of PSF in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to 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: ____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	*Cost (1-January 2026 to 30, June, 2026)* *Amount in PKR*	*Cost (1-July 2026 to 30, Jun, 2027)* *Amount in PKR*	*Cost (1-July 2027 to 30, Jun, 2028)* *Amount in PKR*	*TOTAL*
Total Costs of Financial Proposal [2]				
Local taxes applicable (SST etc)				
Total Cost (including taxes)				

1 Indicate the total costs including local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

2. The consultant shall be liable for all taxes as per relevant laws and provisions of the contract.

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.

(b) "Procuring Agency PA" means the implementing department which signs the contract

(c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, constructionmanagers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) "Foreign Currency" means any currency other than the currency of the PA's country.

(h) "GC" means these General Conditions of Contract.

(i) "Government" means the Government of Sindh.

(j) "Local Currency" means Pak Rupees.

(k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

(l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation betweenthe Parties shall be governed by the Applicable Law.
1.3 Language	This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sentto such Party at the address specified in the SC. 1.4.2 A Party may change its address for notice hereunder by givingthe other Party notice in writing of such change to the address specified in the SC.
1.5 Location	The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
1.6 Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ associationof more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercisingall the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document requiredor permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies includingblacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;

(b) terminate the Contract; and

(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts dueto the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than thenumber of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

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

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

2.5 Force Majeure The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

2.6.1 By the PA The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC

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

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as aresult of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

(a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC2.6.2, the PA shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests	The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

(a) entering into a subcontract for the performance of any part of theServices,

(b) appointing such members of the Personnel not listed by name inForm Tech-5, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in section 4 of RFP hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection andAuditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. It is brought to the Consultant's attention that, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under this clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Form Tech-5. The Key Personnel and Sub-Consultants listed by title as well as by name in Form Tech-5 are hereby approved by the PA.
4.2 Removal and/or Replacement of Personnel	(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA. (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions	The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The PA shall make available free of charge to the Consultant the Services and Facilities listed under Section 4 of RFP

6. PAYMENTS TO THE CONSULTANT

6.1 Security	The consultant has to submit bid security and the performance security at the rate mention in SC.

6.1	**Lump-Sum Payment**	The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Section 4 of RFP. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
6.3	**Contract Price**	The price payable in Pak Rupees/foreign currency/ is set forth in theSC.
6.4	**Payment for Additional Services**	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Form FIN 4 & 5.
6.5	**Terms and Conditions of Payment**	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in theSC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be insuch other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The addresses are: Procuring Agency: Public Private Partnership Support Facility 2nd Floor, Imperial Court Building (old block), Dr. Ziauddin Ahmed Road, Karachi. Attention: Mr. Sumair Ahsanullah Facsimile:____ E-mail: info@pppsf.org Consultant: ____ Attention: ______ Facsimile: ______ E-mail: ____
1.7	The Authorized Representatives are: For the PA: Sumair Ahsanullah, Manager HR & Admin For the Consultant: ___
2.2	The date for the commencement of Services is *January 1st 2026*.
2.3	The time period shall be for a period of 2 years 6 months.
{3.7 (b)}	Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.
6.5	The accounts are: for local currency: P K R Payments shall be made according to the following schedule stated in clause 4.5 of section 4.
8.2	Disputes shall be settled by complaint redressal committee defined in SPPR2010 or through arbitration Act of 1940.in accordance with the following provisions:

Appendix A

(INTEGRITY PACT)

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

Contract No.________________Dated___________________
Contract Value: ________________
Contract Title: _________________

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

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

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

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

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

Name of Buyer: ………………
Signature: ……………………
[Seal]

Name of Seller/Supplier: …………
Signature: …………………………
[Seal]

CONTRACT

CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

Internal Audit, PSF Company

THIS CONTRACT ("Contract") is entered into this XX XXX, 2021, by and between PSF COMPANY ("the Client") having delegated its authority for the purpose of this contract to Chief Executive Officer PSF COMPANY with its principal place 2nd Floor, Imperial Court Building, Dr. Ziauddin Ahmed Road, Karachi Pakistan and XXX ("the Consultant") having its principal office located at XXX.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

2. Term

The Consultant shall perform the audit as per agreed terms for the period starting from January 1, 2026 to June 30, 2028 or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **PKR XXX**/- per annum (as per the bid). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. However, the above amount is exclusive of SRB Sales Tax which will be charged at the level applicable at the time of consultant's invoice. The cost of the stamp duties will be borne by the Consultant.

B. Schedule of Payments

One time initial Payment relating to Internal Audit Plan will be made on submission of Inception Report.

Each quarterly payment shall be made as follows:

- 50% payment will be made after submission of draft report against each milestone
- 50% payment will be made upon submission of final report against each milestone

C. Payment Conditions

Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices, n duplicate to the coordinator designated in paragraph 4.

Payments shall be made through crossed cheque issued in the name / title to Consultant's bank account

Title of Account: XXXX

4. Project Administration

A. Coordinator.

The CFO and Company Secretary, PSF COMPANY and/or person designated by him, shall be the client's coordinator and will be responsible for the coordination of activities under this Contract including receiving and approving invoices for payment and acceptance and approval of reports and of other deliverables on behalf of the client.

B. Reports.

The reports listed in ToRs (Annex-A) shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the reasonable standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

Except as otherwise permitted by this Agreement neither party may disclose to third party the contents of this Agreement or any information (other than Tax Advise) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either party may, however, disclose such information to the extent that it:

i. is or becomes public other than through a breach of this Agreement,

ii. 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,

iii. was known to the recipient at the time of disclosure or is thereafter created independently,

iv. is disclosed as necessary to enforce the recipient's rights under this Agreement, or

v. must be disclosed under applicable law, legal process or professional regulation.

Either party may use electronic media to correspond or transmit information or such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

Subject to applicable law, Consultant may provide Client Information to other Consultant's Firms, Consultant's Persons and external service providers of the Consultant ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively "Process") in various jurisdictions in which they operate for purposes related to:

i. the provision of the Services;

ii. complying with regulatory, and legal obligations to which we are subject;

iii. conflict checking;

iv. risk management and quality reviews; and

v. Consultant internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes"). Consultant shall be responsible for maintaining the confidentiality of Client information regardless of by whom such Information is Processed on our behalf.

For the Processing Purposes referred to above. Consultant and other Consultant's Firms, Consultant's Persons and Service Providers may Process Client information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate. Consultant will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations. Consultant will require any Service Provider that Processes Personal Data on Consultant's behalf to adhere to such requirements.

Client warrant that Client have the authority to provide the Personal Data to Consultant in connection with the performance of the Services and that the Personal Data provided to Consultant has been Processed in accordance with applicable law.

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client upon payment for the Services. The Consultant may retain a copy of such documents and software.

Any work papers developed for this assignment and Consultant own proprietary tools (if any) used for the assignment shall remain intellectual property of the Consultant.

8. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

9. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

10. Law Governing Contract and Language The Contract shall be governed by the laws of Islamic Republic of Pakistan, and the language of the Contract shall be English.

11. Dispute Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration laws of 1940.

12. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

13. Consultant's Liability

a) The aggregate liability of Consultant in connection with the performance of the Services or otherwise under this agreement shall be limited to the fees actually received by the Consultant in respect of the Services directly relating to and forming the basis of Client's or its representative's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.

b) However, the preceding limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other willful misconduct by the Consultant.

c) The client shall not make a claim or bring proceedings relating to the Services otherwise under this Agreement against any other or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("Consultant Persons") to the extent that no direct contractual relationship exists between the Consultant and any Persons for performance of this contract. The Client shall make any claim or bring proceedings only against the Consultant on the basis that the Consultant is the party with whom the Client has contracted.

d) Save and except where Consultant have specifically authorized in writing the third party's reliance upon the Report, to the fullest extent permitted by applicable law and professional regulations. Client shall indemnify Consultant,the other Consultant's Firms and the Consultant's Persons against all claims by third parties (including Client affiliates and lawyers) and resulting liabilities, losses, damages, cost and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through Client or at Client request.

e) Consultant will not be party to any legal matters / dispute resolution process under the current scope of assignment. Any such arrangements will require separate engagement to be signed based on needs.

FOR THE CLIENT	**FOR THE CONSULTANT**
(XXXX)	
Signed by:	Signed by:
Title:	Title:

ANNEX-A

TERMS OF REFERENCE / SCOPE OF SERVICES TO BE PERFORMED

ANNEX-B

LIST OF PERSONNEL ASSIGNED

Section 4. Terms of Reference / Scope of Work

4.1 Introduction

Public Private Partnership Support Facility (the Company) was incorporated under section 42 of the Companies Act, 2017 (XIX of 2017) on December 29, 2017 as a public company limited by guarantee and having a share capital. The company is wholly owned by Government of Sindh.

4.2 Purpose

PSF Company is seeking for a professional firm to conduct internal audit of PSF Company for the period of 2 years 6 months commencing 1st January 2026 to 30th June 2028. The purpose of this audit is to conducting risk based Internal Audit activities to ensure that the operating procedures including all internal controls are being followed and that all expenditures incurred from funds are in accordance with laws, regulations, and PSF policy

4.3 Scope of Work

The scope of this assignment will be to review the efficiency and effectiveness of internal controls of PSF Company, pertaining to operations and financial reporting, by provision of the internal audit services on a quarterly basis. This will be achieved by performing the following:

- Prepare an Audit Universe and conduct internal audit risk assessment on annual basis.
- Co-develop a risk-based annual audit plan to determine the priorities of quarterly internal audit of selected processes, consistent with organization's goals and objectives;
- For each quarterly audit, for selected processes:
    - Auditing internal control processes at the office level including income, expenditure, internal projects, information and communication, grant, equity and credit applications and awards and funds disbursement processes;
    - Reviewing the adequacy of the systems established to ensure compliance with policies, plans, procedures, laws, and regulations and establishing whether PSF is in fact in compliance;
    - Identification and evaluation of internal controls over significant business processes of organization;
    - Recommend controls to the management in case of gaps identified, if any, within the internal controls design;
    - Monitor the effective implementation of the internal controls including assessing the means of safeguarding the assets from losses and prompting continuous improvements;
    - Communication of findings through timely reporting;

- Prepare draft reports and obtain management input on the internal audit findings and their formal response / action plan; and
- Final reports will be issued to the Audit Committee after incorporating comments from the process owners.
- Perform quarterly follow-up review of previously reported audit findings;
- Attending the quarterly audit committee meetings and presenting audit reports / findings to the audit committee;

4.4 Responsibilities

Responsibilities of the Firm:

- Assemble a team with suitable technical, financial and operational expertise for carrying out the audit as envisage under the scope of work;
- Develop a methodology with a predetermined time frame for completion of each audit;
- Identify discrepancies / anomalies noted in compliance with policies and procedures, and other applicable rules and regulations;
- Issue draft report to the management of PSF Company for feedback and comments;
- Based on comments / feedback Issue final report to the management of PSF Company as per agreed timelines;

Responsibilities of the PSF Company:

- Assign a project coordinator to facilitate the team designated by the Firm in the desk review, field visits and communications;
- Agree on timelines;
- Contractual matters including payment for the services; and
- Provide management comments on the draft report(s).

4.5 Reports / Deliverables

Deliverable	Timeline	Payment %age
Risk based IA plan containing timeline, methodology, staffing, reporting format and field plan & its tools for the period 1st Jan 2026 to 30th June 2026 and 1st July 2026 to June 30th, 2027	Within 30 days of awarding contract	20% of the cost quoted for period 1st Jan 2026 to 30th June 2026 And 20% of the cost quoted for period 1st Jul 2026 to 30th June 2027
Quarterly Draft Internal Audit Report for the two quarters ended	Within 60 days of awarding contract	For each quarter, 40% of the cost quoted for period 1st Jan 2026 to 30th June

Deliverable	Timeline	Payment %age
March 31, 2026 and June 30, 2026		2026
Quarterly Draft Internal Audit Report in the year 2026-27	Within 45 days of each quarter	For each quarter, 20% of the cost quoted for period 1^{st} Jul 2026 to 30^{th} June 2027
Risk based IA plan containing timeline, methodology, staffing, reporting format and field plan & its tools for the period 1^{st} July 2027 to June $30^{th,}$ 2028	Within 21 days from the year ending June 30, 2027	20% of the cost quoted for period 1^{st} Jul 2027 to 30^{th} June 2028
Quarterly Draft Internal Audit Report in the year 2027-28	Within 45 days of each quarter	For each quarter, 20% of the cost quoted for period 1^{st} Jul 2027 to 30^{th} June 2028