

EDUCATION CITY PROJECT
INVESTMENT DEPARTMENT
GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL DOCUMENT

HIRING OF CONSULTANT

FOR DRAFTING OF LEGAL & INSTITUTIONAL FRAMEWORK FOR
INTERNATIONAL FINANCIAL CENTER
FOR EDUCATION CITY PROJECT IN KARACHI

For National

Competitive

Bidding

Pakistan

RFP#

Issued by:

Education City Project
Investment Department, Government of Sindh Karachi

Foreword

This Standard Request for Proposals is applicable to consultant Legal Firm assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010 (amended **till** date).

CONTENTS

Section 1. Letter of Invitation.....	1
Request for proposal.....	2
Section 2. Instructions to Consultant Legal Firms	3
Data Sheet.....	19
Section 3. Technical Proposal - Standard Forms	25
Section 4. Financial Proposal - Standard Forms	32

Preface

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR 2010 (amended till date).
2. Before preparing an RFP, the procuring agency/ user must be familiar with the SPPR 2010, and Rule No 72
3. Rule No 72 (3) shall be adopted as the Term of Reference are well defined and Quality is of prime consideration, while cost is a secondary consideration.
4. The RFP includes a standard Letter of Invitation, standard Instructions to Consultant Legal Firms, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultant Legal Firms and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet can be modified.

EDUCATION CITY PROJECT
INVESTMENT DEPARTMENT, GOVERNMENT OF SINDH
EXPRESSION OF INTEREST (EoI)
HIRING OF CONSULTANT

FOR DRAFTING OF LEGAL & INSTITUTIONAL FRAMEWORK FOR INTERNATIONAL FINANCIAL CENTER

FOR EDUCATION CITY PROJECT IN KARACHI

The Education City Project, Investment Department, Government of Sindh, is seeking to hire the services of eligible Consultant / Firm for drafting of legal & institutional framework for International Financial Center for Education City Project in Karachi. The selected consultant shall provide consultancy services as per Terms of References (TORs) available in the RFP document. Interested firms are required to register themselves on SPPRA EPADS system at the link <https://sindh.eprocure.gov.pk/#/supplier/registration>. The prospective bidders must meet the following eligibility criteria duly substantiated with documentary evidence:

S#	Criteria of Firm(s) / Consortia
	An affidavit on Rs. 100/- stamp / bond paper declaring / certifying that the firm has never been blacklisted.
1	Must have registration with FBR with active status. (Registration Certificate)
2	Proposed team members of the firm must be registered with the relevant Bar Council.
3	Must have capacity / team of professional to undertake drafting of legal & institutional frameworks, act, rules, regulations, policies, instruments and related legal documentation, including consultation with relevant stakeholders and government departments.
4	Must have relevant experience in drafting regulatory / institutional framework development, corporate / commercial law, public sector advisory, financial center / special zone frameworks or similar assignments.
5	The firm must have an average annual financial turnover of at least PKR 200 Million during the last two years, verifiable from financial statements, bank statements, audit reports or income tax returns of the last two years (as applicable).

2. The RFP shall be submitted using the Single Stage - Two Envelope Procedure, as per Rule 46(2) of the Sindh Public Procurement Rules, 2010 (amended till date). The bid shall consist of two separate proposals: Technical Proposal and Financial Proposal, each to be uploaded separately through the SPPRA EPADS platform in their respective designated sections. The method of selection for the Consultant / Firm shall be Quality and Cost Based Selection (QCBS) as per SPPRA Rule 72(3)(a). Bidders are responsible for ensuring that all required forms, supporting documents and attachments are uploaded completely and correctly. Failure to do so, or submission of incomplete or unsigned forms, may render the proposal non-responsive. The Procuring Agency reserves the right to reject any or all bids in accordance with Rule 25 of the Sindh Public Procurement Rules, 2010 (amended till date).

3. Rates should include all applicable taxes. Technical qualification criteria, terms and conditions and TORs are available in the RFP document and shall be strictly adhered to. In case of any holiday / unforeseen incident, the last date of RFP opening shall be on the next working day.

4. The hired consultant / firm will be expected to work closely with the Financial Advisors appointed by the Education City Project, who shall assist, and provide inputs to, the hired legal consultant / firm on financial and commercial aspects with respect to the International Financial Center.

Note:

In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137-237 during working days / hours or contact the undersigned.

PROJECT COORDINATOR
Education City Project
Investment Department, Government of Sindh
First Floor, A Block, Click Office,
FTC Building, Shahr-e-Faisal, Karachi

Section 2. Instructions to Consultant Legal Firm

Instructions to Consultant Legal Firms

Definitions

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant Legal Firm signs the Contract for the Services.
- (b) "Consultant Legal *Firm*" means a professional firm 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 Consultant Legal Firm 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 Consultant Legal Firm" (Section 2 of the RFP) means the document which provides shortlisted Consultant Legal Firm 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 Legal Firm.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- U) "RFP"** means the Request for Proposal prepared by the procuring Agency for the selection of Consultant Legal Firm.
- (k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any 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 Legal Firm, and

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a Consulting firm/organization (the Consultant Legal Firm) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultant Legal Firm (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 Legal Firm.
- 2.3 Consultant Legal Firm should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultant Legal Firms may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultant Legal Firm 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 Consultant Legal Firm .
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultant Legal Firms 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. Consultant Legal Firms 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 Legal Firm or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultant Legal Firm, 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 Legal Firm that has been engaged by the procuring agency to provide goods, works or services

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

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultant Legal Firm 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.

4. Fraud and Corruption

It is Government's policy that Consultant Legal Firm 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:

"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;

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 the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of **SPPRA** 2010 Consultant Legal Firm undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the services estimated to exceed Rs.3 million. (Annex- A)

6. Eligible Consultant LFs

- 6.1 If short listing process has been undertaken through **RFP**, as per SPPRA Rules 2010 (amended till date) for the Contract(s) for which these RFP documents are being issued.

7. Eligibility of Sub Consultant LFs

A shortlisted Consultant Legal Firm would not be allowed to associate with Consultants who have failed to qualify the short

8. Only one Proposal

Shortlisted Consultant Legal Firm 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, Consultant Legal Firm 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 Consultant Legal Firm to extend the validity period of their proposals. Consultant Legal Firm 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, Consultant Legal Firms may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultant Legal Firm who do not agree have the right to refuse to extend the validity of their Proposals.
- 9.2 Consultant Legal Firm shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than two percent and shall not exceed five percent of bid amount).

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

10.1 Consultant Legal Firms may request clarification of the contents of the RFP through EPADS. The PA will provide responses to such queries via EPADS, such requests must be submitted at least five (5) calendar days before opening date. The Procuring Agency shall respond to all such queries in writing within three (3) calendar days of receipt.

10.2 At 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 Consultant Legal Firms and will be binding on them. Consultant Legal Firms shall acknowledge receipt of all amendments. To give Consultant Legal Firm reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**11. Preparation of
Proposals**

11.1 In preparing their Proposal, Consultant Legal Firm 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.

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

12. Language

The Proposal as well as all related correspondence exchanged by the Consultant Legal Firm 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.

**13. Technical
Proposal Format
and Content**

13.1 While preparing the Technical Proposal, consultant Legal Firm must give particular attention to the following:

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

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

- (i) A brief description of the consultant Legal Firm 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 Legal Firm and degree of responsibility held in various assignments during the last (PA may give number of years as per their requirement) years.
- (v) 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).
- (vi) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

**14. Financial
Proposals**

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

15. Taxes

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

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

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 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 Consultant Legal Firms (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 All documents related to the Technical Proposal must be uploaded digitally through the EPADS portal in accordance with the instructions provided therein.

16.3 The Bidders shall submit the Technical and Financial Proposals separately through the designated sections of the EPADS portal. Each proposal must be uploaded in the correct category as specified in the system. Uploading the Financial Proposal in the Technical section, or vice versa, may result in the bid being declared non-responsive.

- 16.4 All proposals must be submitted electronically via the EPADS platform no later than the date and time indicated in the Bid Data Sheet. Late submissions will not be accepted by the system. Bidders are advised to complete uploads well before the deadline to avoid submission issues due to connectivity or system load.

17. Proposal Evaluation

- 17.1 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 Consultant Legal Firms' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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

In the case of Quality-Based Selection, Selection Based on Consultant Legal Firm's Qualifications, and Single-Source Selection, the highest ranked consultant Legal Firm 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: (Quality and Cost Based Selection QCBS Method Only)

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

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

**19. Evaluation of
Financial Proposals**

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultant Legal Firm's representatives who choose to attend. The name of the Consultant Legal Firm and the technical scores of the Consultant Legal Firm shall be read aloud. The Financial Proposal of the Consultant Legal Firm who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultant Legal Firms.
- 19.2 The Consultant Selection 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 former will prevail. In addition to 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.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 **In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal {Fm} will be given the maximum financial score {SO of 100 points. The financial scores {SO 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 {SO scores using the weights (T = the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; I + P - U indicated in the Data Sheet: $S = \frac{St \times T\%}{T\% + Sf \times P\%}$. The firm achieving the highest combined technical and financial score will be invited for negotiations.**
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant Legal Firm 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 Legal Firm. Representatives conducting negotiations on behalf of the Consultant Legal Firm must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant Legal Firm to improve the Terms of Reference. The PA and the Consultant Legal Firm 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 Legal Firm, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant Legal Firm, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant Legal Firm under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultant Legal Firm 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.

23. Availability of Professional staff/experts

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

**24. Award of
Contract**

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant Legal Firm and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant Legal Firm required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant Legal Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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

Data Sheet

1.1	Name of the Assignment is: "Hiring of Consultant/ Firm for Drafting of Legal & Institutional Framework for International Financial Center for Education City Project in Karachi" The Name of the PA's official(s): Education City Project, Investment Department, Government of Sindh Address: First Floor, A Block, Click Office, FTC Building, Shahrah-e-Faisal, Karachi. Telephone:
1.2	The method of selection is: Single Stage, Two Envelope procedure Quality and Cost Based Selection (QCBS) Method under Rule 72 (3) of SPP Rules 20 IO (amended till date)
1.3	Financial Proposal to be submitted together with Technical Proposal (digitally and separately through EPADS platform): YES - Refer to Section 2: Instruction to Bidders - Clause 16.3
1.4 1.5	The detail TORs are available at page# 47 of Bidding Document The Technical and Financial Proposals must be submitted electronically through the SPPRA EPADS platform. No physical submission of proposals will be accepted. The deadline for submission of proposals is as specified in the Bid Data Sheet. Last date for Submission of E-bids <u>10th August, 2026</u> till <u>13:00</u> hours and Technical Bid will be opened at the office of Education City Project on the same day i.e. <u>10th August, 2026</u> at <u>15:00</u> hours.

1.6	Expected date for commencement of consulting services: As per contract/ award at Education City Project, First Floor, A Block, Click Office, FTC Building, Shahrah-e-Faisal, Karachi and at mutually agreed venues.
9.1 -- JO.I	Bid Validity: 90 days. Refer to SPP RULE 38 (I). Clarifications may be requested as per SPP RULE 23(1). The address for requesting clarifications is: Project Coordinator, Education City Project, First Floor, A Block, Click Office, ITC Building, Shahrah-e-Faisal, Karachi.
12 ---	The Proposal as well as all related correspondence exchanged by the Consultant/ Firm and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultant/ Firms may associate with other shortlisted Consultant / Firms:

11.2	The estimated number of professional staff-months required for the assignment is: As per TORs and approved technical proposal.
13.1	The format of the Technical Proposal to be submitted is: FTP
15.1	Amounts payable by the PA to the Consultant / Firm under the contract to be subject to local taxation, stamp duty and service charges, if applicable or any other duties and taxes.
6.3	Applicable as National Competitive Bidding is the principal method of procurement
16.2	The Consultant/ Firm shall submit the Technical and Financial Proposals electronically through the SPPRA EPADS platform, in accordance with the system's instructions. Physical copies or manual submissions will not be accepted.

SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM

6A – Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 80 and Financial will be 20. The technical score of 70% is mandatory for opening of Financial Proposal

1. Evaluation of Technical Proposals

- 1.1 The Technical Proposal will be evaluated on the basis of the Bidders relevant experience, their understanding of the assignment, proposed methodology, financial capability and work plan, and the experience of Key Professional Staff. Only those Bidders whose Technical Proposals score 70 marks or more shall qualify for further consideration and shall be ranked from highest to lowest on basis of their raw technical score (RTS).
- 1.2 The technical proposals shall be assigned marks/ score without weightage as RTS on the basis of the criteria mentioned at Section 6B.

2. Financial Bid Opening

- 2.1 The opening of the public financial bid shall take place at the time, date and location of the bid, which shall be communicated to the technically qualified bidder (who secured the highest technical score).
- 2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.
- 2.3 First, the financial proposals shall be checked for arithmetic errors.
- 2.4 Bid obtaining maximum technical score and the financial offer is within the estimated range of PIU, shall be declared as the Best Evaluated Bid and the Bidders offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Bid price shall be subject to negotiations.
- 2.5 In case the financial bid is higher than the estimated bid amount from PIU and the negotiation with the bidder got failed, the financial bid of second highest bidder will be opened and the same process will be followed as followed for highest bidder.
- 2.6 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.
- 2.7 Financial proposals of other Bidders who secure less than highest scorer shall be returned un-opened to the firm/Consortium.

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria		
1. Firm's Relevant Experience: [50 Marks] Relevant experience in drafting regulatory / institutional framework development, corporate/ commercial law, public sector advisory, financial center/ special zone frameworks or similar assignments. (Maximum 50 points)		
➤ Number of assignments of similar nature completed in last 10 years- 8.5 marks for each verifiable and documented assignment (completion certificate, engagement evidence, or equivalent document(s) to be attached): ➤ Six and above (50 marks maximum)		50 marks
Note: (i) <i>Bidders shall attach evidence of experience with proof such as completion certification/engagement evidence/relevant acknowledgement from client for a project</i> (ii) <i>In case of international credentials are shown, then those members should be a part of project team working on the project</i>		

2. Project Team		[20 Marks]
Key Professional Staff	<u>Legal Professionals (5 marks for each professional with valid registration/enrolment with Bar Council- CVs to be attached)-Minimum experience 10 years</u>	20 Marks
	TOTAL	20 Marks

3. Financial Capability	Average annual turn-over of last three (3) years PKR 150 million or above 15 marks PKR 100 to 149.99 million 12 marks PKR 50 to 99.99 million 9 marks PKR 25 to 49.99 million 6 marks PKR 10 to 24.99 million 3 marks * Bidders (in case of Consortium, all members) to submit audited financial statements of last three years (if applicable) through registered firm. In case of Consortium, financial capability of only the lead member will be considered.	15 Marks
4. Understanding of the Assignment and Proposed Methodology	Understanding of TOR	05 Marks
	Proposed Methodology including schedule of works/assignment/ concerned responsible officials	10 Marks
Total		100 Marks

Firms must achieve 70% overall minimum and in every sub category otherwise disqualified for further process.

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultant Legal Firms for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1.	Technical Proposal Submission Form.....	21
Form TECH-2.	Consultant Legal Firm's Organization and Experience.....	22
A -	Consultant Legal Firm's Organization.....	22
B -	Consultant Legal Firm's Experience.....	23
Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA.....	24
A -	On the Terms of Reference.....	24
B -	On Counterpart Staff and Facilities.....	25
Form TECH-4.	Description of Approach, Methodology and Work Plan for Performing the Assignment.....	26
Form TECH-5.	Team Composition and Task Assignments.....	27
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	28
Form TECH-7.	Staffing Schedule ¹	30
Form TECH-8.	Work Schedule.....	31

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

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed ¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant Legal Firm] ²

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

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

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

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

remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

For FTP Only

**FORM TECH-2. CONSULTANT LEGAL FIRM'S ORGANIZATION AND
EXPERIENCE**

A - Consultant Legal Firm's Organization

[Provide here a brief (not more than five pages) description of the background and organization of your firm/entity and team members for this assignment.]

B - Consultant / Firm's Experience

Assignment name:	Hiring of Consultant/ Firm for Drafting of Legal & Institutional Framework for International Financial Center for Education City Project in Karachi
Location within country:	
Name of PA:	Education City Project, Investment Department, Government of Sindh
Address:	First Floor, A Block, Click Office, FTC Building, Shahrah-e-Faisal, Karachi
Start date (month/year): Completion date(month/year):	Numbers of professional staff-months provided by associated Consultant /Firm:
Name of associated Consultant / Firm, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

A - TERMS OF REFERENCE

Subject to the detailed terms of reference set out herein, following: (i) approval of the Conceptual Framework Working Paper, including the broad legal parameters of the framework for the international financial centre intended to be established, by the relevant stakeholders/competent authority; and (ii) receipt of inputs from the procuring agency's financial advisors with respect to inter alia commercial benchmarking of selected international financial centres and comparable jurisdictions, the broad tax and related fiscal issues relevant to the proposed centre, and recommended framework for tax and fiscal incentive structure, the Consultant/ Firm shall perform the following responsibilities to fulfil the assignment:

- 1) Review the applicable legal, regulatory and institutional requirements for establishment of the International Financial Center for Education City Project in Karachi.
- 2) Based on inputs from relevant stakeholders and other consultants of the client, prepare and draft the primary legislation for establishment of the proposed international financial centre, and if required based on the legal analysis and specifically instructed by the client, a draft constitutional amendment.
- 3) Undertake legal review of special zones and of national and selected international legislative frameworks, if required.
- 4) Advise on, from a legal perspective, corporate, public sector, investment, regulatory and special zone matters relevant to the proposed International Financial Center.
- 5) Based on inputs from the financial advisor of the procuring agency, develop the proposed legal institutional structure, roles, functions, powers, governance arrangements, regulatory interface and implementation mechanisms.
- 6) Consult and coordinate with, along with the financial advisor of the procuring agency, relevant stakeholders, government departments, statutory bodies, regulators and other entities as required by the Procuring Agency for the purposes of the assignment, with the assistance of the procuring agency.
- 7) Prepare drafts, comments, revisions, legal opinions, briefing notes and explanatory memoranda required for review, approval and implementation of the proposed framework referred to in clause (2) above.
- 8) Ensure that the proposed framework is consistent with applicable federal and provincial laws, SPPRA Rules, Government of Sindh requirements and relevant regulatory obligations.
- 9) Attend meetings, presentations and consultation sessions and incorporate observations/ directions of the Procuring Agency and competent forums.
- 10) Provide professional legal support for processing the proposed framework through the relevant approval

channels.

11) Submit draft and final deliverables in editable and PDF formats, along with supporting notes, as required.

To fulfill the above responsibilities, the hired consultant / firm will be expected to work closely with the Financial Advisors appointed by the Education City Project, who shall assist the hired legal consultant / firm on financial, commercial, and international benchmarking aspects with respect to the International Financial Center.

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the PA should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

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

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

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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.]</i> Name of assignment or project: _____ Year: _____ Location: _____ PA: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Certification:

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

-----Date: _____
{Signature of staff member or authorized representative of the staff} *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

No	Name of Staff	Staff input (in the form of a bar chart)														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
				r														
n				1.														
														Subtotal				
Local																		
1		[Home]																
		[Field]																
2																		
				r														
n				1.														
														Subtotal				
														Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant (LF)'s home

☐ office. Full time input _____ Part time input

FORMTECH-8. WORKSCHEDULE

No	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultant Legal Firms 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.

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

Form FIN-1.	Financial Proposal Submission Form.....	33
Form FIN-2.	Summary of Costs.....	34
Form FIN-3.	Breakdown of Costs by Activity ¹	35
Form FIN-4.	Breakdown of Remuneration ¹	36
Form FIN-4.	Breakdown of Remuneration ¹	38
Form FIN-5.	Breakdown of Reimbursable Expenses ¹	39
Form FIN-5.	Breakdown of Reimbursable Expenses.....	41
Appendix.	Financial Negotiations - Breakdown of Remuneration Rates.....	42

FORMFIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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 be paid by us to agents relating to this Proposal and Contract execution."

FORMFIN-2. SUMMARY OF COSTS

Item	Costs
	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²	

² Indicate the total costs excluding 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.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹**[NOT APPLICABLE]**

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

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

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

3 Short description of the activities whose cost breakdown is provided in this Form.

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

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

FoRMFIN-4. BREAKDOWN OF REMUNERATION¹**[NOT APPLICABLE]**(This Form FIN-4 shall only be used when **it** is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # J] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home] [Field]					
Local Staff							
		[Home] [Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work.
Remuneration= Staff-month Rate x Input.

FoRMFIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant Legal Firm for possible additional services requested by the PA)

[illegible]

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

FORMFIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES¹**[NOT APPLICABLE]**

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

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

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

- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FoRMFIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

[NOT APPLICABLE]

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant Legal Firm for possible additional services requested by the PA)

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

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

2 Indicate unit cost and currency.

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

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

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) **Salary**

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) **Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) **Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

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

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

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

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction **in** the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultant Legal Firms pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

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

Sample Form
[NOT APPLICABLE]

Consulting Firm:
Assignment:

Country:
Date:

Consultant Legal Firm's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Section 4. Financial Proposal - Standard Forms

Consultant Legal Firm's Representations Regarding Costs and Charges**[NOT APPLICABLE]**(Expressed **in** *[insert name of currency]*)

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

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

Terms of Reference (TOR)

Scope of Work

1. Background

The Government of Pakistan aims to establish an international financial centre in Pakistan, similar to the Dubai International Financial Centre ("DIFC") to strengthen the investment climate, attract foreign and diaspora investment, develop financial and professional services, and support broader economic growth. As a pilot, the Government of Pakistan intends to establish the first international financial centre in Sindh, Pakistan. In this context, this scope of work pertains to legal advisory services for the development of the proposed framework for such international financial centre in Sindh, Pakistan (the "Assignment").

The Assignment is expected to move in a phased and practical manner, including if instructed, the development of the proposed legal, and regulatory framework, culminating in the preparation of draft primary legislation and, if required and specifically directed by the procuring agency, a draft constitutional amendment.

2. Objective of the Assignment

The objective of the Assignment is to support the Government of Pakistan, in close coordination with the Government of Sindh, in assessing the feasibility and practicality of establishing an international financial centre in Sindh, Pakistan, based on successful models such as the DIFC, and structuring and developing a practical legal framework for its establishment, if found feasible. Such scope of work shall include:

- assessing the legal, regulatory, judicial, and dispute resolution framework required to support the proposed centre; and
- drafting the primary legislation required for the proposed centre, and if required and specifically instructed, a draft constitutional amendment.

3. Scope of Services

The consultants shall provide advisory services in relation to the Assignment in three (3) sequential phases:

3.1. Phase 1: Conceptual Working Paper

The consultant shall undertake the following activities to devise a conceptual framework for potentially establishing an international financial centre in Pakistan:

- Conduct consultative session with key stakeholders sponsoring this Assignment and other advisors of the procuring agency, to identify the legal objectives and expectations from the international financial centre proposed to be established.
- Present the outcome of the consultative sessions in the Conceptual Framework Working Paper.

3.2. Phase 2: Detailed Framework Study

Following: (i) approval of the Conceptual Framework Working Paper, including the broad legal parameters of the framework for the international financial centre intended to be established, by the relevant stakeholders/competent authority; and (ii) receipt of inputs from the procuring agency's financial advisors with respect to *inter alia* commercial benchmarking of selected international financial centres and comparable jurisdictions, the broad tax and related fiscal issues relevant to the proposed centre, and recommended framework for tax and fiscal incentive structure, the consultant shall prepare the following:

(I) Legal, Regulatory, Judicial and Dispute Resolution Framework Report

Based on inputs from the procuring agency and its financial advisors on the financial and technical aspects of the assignment, the consultant shall assess the legal and regulatory framework required for establishment and operation of the proposed centre, and provide recommendations tailored to Pakistan's legal and constitutional context.

This workstream may include:

- the legislative basis required for establishment of the proposed centre and its legal institutions, including their proposed roles and relationships;
- the degree of legal autonomy or special statutory treatment that may be required;
- options for establishment of a dedicated regulatory framework or regulatory authority, including broad operating model for licensing, supervision, compliance, enforcement, and administration;
- assessment of foreign exchange, repatriation, settlement and capital movement considerations relevant to the proposed centre;
- the legal basis for licensing, supervision, compliance and enforcement functions at a framework level;
- the proposed judicial support, dispute resolution and arbitration-related arrangements for the centre;
- the relationship of the proposed centre with the existing legal and judicial system of Pakistan;
- key issues relating to jurisdiction, recognition and enforceability; and
- identification of any constitutional issues, enabling provisions or structural constraints that may need to be addressed. The consultant shall, where appropriate, identify options and recommend a preferred approach.

3.3. Phase 3: Development of the Legislative Framework

Based on the implementation roadmap devised by procuring agency in consultation with its financial advisor, including the recommended option to model and operate the international financial centre in Pakistan, and following approval of the Legal, Regulatory, Judicial and Dispute Resolution Framework Report, including the legal and regulatory structure intended to be implemented, by the relevant stakeholders/competent authority, and if instructed, the consultant shall undertake the following activities:

(I) Draft Legislative Package

Based on the approved direction emerging from the earlier stages of the Assignment, the consultant shall prepare the draft legislative package for the proposed centre.

This shall include:

- draft primary legislation for establishment of the proposed international financial centre; and
- if required based on the legal analysis and specifically instructed by the procuring agency, a draft constitutional amendment.

The draft legislative package shall reflect the agreed or approved framework developed through the earlier stages of the Assignment and shall be revised in light of comments received from the procuring agency and relevant stakeholders through the Government of Pakistan. The consultant shall provide a maximum of four iterations of the draft legislative package.

(II) Stakeholder Presentation

The consultant shall prepare and deliver a final presentation to the relevant stakeholders summarizing:

- the institutional and legal features of the proposed framework; and
- proposed legislative outcome of the Assignment.

4. Deliverables and Milestones

The Assignment shall be divided into the following deliverables and milestones. The timelines below are indicative and may be refined in consultation with the procuring agency.

Sr. No.	Milestone / Deliverable	Indicative Timeline	Milestone Payment
1	Conceptual Framework Working Paper	2 months	20%
2	First Draft Legal, Regulatory, and Dispute Resolution Framework Report	6 months	25%
3	Final Draft Legal, Regulatory, and Dispute Resolution Framework Report	7 months	15%
4	First Draft Legislative Package (including draft primary legislation and, if required and instructed, draft constitutional amendment)	9.5 months	25%
5	Final Legislative Package	10.5 months	10%
6	Final Stakeholder Presentation	11 months	5%

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "Consultant Legal Firm" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- G)** "Local Currency" means Pak Rupees.
- (k) "Member" means any of the partner in the firm,
- (1)** "Party" means the PA or the Consultant Legal Firm, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant Legal Firm 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 Legal Firm pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant Legal Firm 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 between the 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 sent to such Party at the address specified in the SC.

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

1.5 Location 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 Legal Firm consists of more than one individual, the members hereby authorize the individual firm or the person specified in the SC to act on their behalf in exercising all the Consultant Legal Firm's rights and obligations towards the PA under this Contract, including, without limitation, the receipt of instructions and payments from the PA

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant Legal Firm may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant Legal Firm, 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 Legal Firm 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 Legal Firm, terminate the Consultant Legal Firm's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

Integrity Pact

B. If the Consultant Legal Firm 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 Legal Firm as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant Legal Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant Legal Firm or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant Legal Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant Legal Firm or any of his Sub-consultant, agents or servants.

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/ Firm shall begin carrying out the Services not later than the number 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, Education City Project terms 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/ Firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

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 Legal Firm, and sixty (60) days' in the case of the event referred to in (e).

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

2.6.2 By the Consultant LF

The Consultant Legal Firms 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) of this Clause GC 2.6.2:

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

2.6.3 Payment
upon
Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant Legal Firm:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (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 LEGAL FIRM

3.1 General

3.1.1 Standard of
Performance

The Consultant Legal Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant Legal Firm 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 Consultant Legal Firms or third Parties.

3.2 Conflict of Interests

The Consultant Legal Firm 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 Consultant LFs
not to Benefit
from
Commissions,
Discounts, etc.

The payment of the Consultant Legal Firm pursuant to Clause GC 6 shall constitute the Consultant Legal Firm's only payment in connection with this Contract or the Services, and the Consultant Legal Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant Legal Firm 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 LF and
Affiliates not to be
Otherwise
Interested in
Project

The Consultant Legal Firm agrees that, during the term of this Contract and after its termination, the Consultant Legal Firm and any entity affiliated with the Consultant Legal Firm, 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 Legal Firm's Services for the preparation or implementation of the project.

- 3.2.3 Prohibition of Conflicting Activities The Consultant Legal Firm 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 Legal Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant Legal Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant LF** The Consultant Legal Firm (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, available 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 LF's Actions Requiring PA's Prior Approval** The Consultant Legal Firm 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 the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations** (a) The Consultant Legal Firm shall submit to the PA the reports and documents specified in (PA may insert appendix) 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
- 3.7 Documents Prepared by the Consultant LF to be the Property of the PA** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant Legal Firm under this Contract shall become and remain the property of the PA, and the Consultant Legal Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- The Consultant Legal Firm may retain a copy of such documents and
- (b) software. Restrictions about the future use of these documents,

specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant Legal Firm 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 Legal Firm 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. The Consultant Legal Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT LEGAL FIRM'S PERSONNEL

4.1 Description of Personnel

The Consultant Legal Firm 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 Legal Firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- (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 Legal Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant Legal Firm 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 Legal Firm shall, at the PA's written request specifying the

experience acceptable to the PA.

- (c) The Consultant Legal Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant Legal Firm 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 Legal Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant Legal Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2
- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant Legal Firm the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT LEGAL FIRM

- 6.1 Security** The consultant Legal Firm has to submit bid security and the performance security at the rate mentioned in SC.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant Legal Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 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** is set forth in the SC.
- 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 Appendices D and E.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of the Consultant Legal Firm and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant Legal Firm of an advance payment guarantee for the

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the 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 Legal Firm has submitted an invoice to the PA specifying the amount due.

7. Goon 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.

Special Condition of Contract

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: Education City Project, Investment Department, Government of Sindh Address: First Floor, A Block, Click Office, FTC Building, Shahrah-e-Faisal, Karachi Attention: Project Coordinator Facsimile: _____ E-mail: _____ Consultant/ Firm: _____ Attention: _____ Facsimile: _____ E-mail: _____

{1.6} {The Member in Charge is *[insert name of member]*}

1.7 The Authorized Representatives are: For
the PA: _____
For the Consultant Legal Firm: _____

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

*The Consultant Legal **Firm** must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.*

The PA warrants that the Consultant Legal Firm, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant Legal Firm, the Sub- Consultants and the Personnel, or shall reimburse the Consultant Legal Firm, the Sub- Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant Legal Firm, the Sub- Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant Legal Firm, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant Legal Firm or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant Legal Firm, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by

Special Condition of Contract

- (1) the Consultant Legal Firm, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant Legal Firm, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant Legal Firm, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or
(ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 Not Applicable

5.1 Coordinate and assist in required consultative sessions and procure necessary inputs from financial consultants.

6.1 Procuring Agency shall indicate bid security not less than 1% and above 5%

Performance security shall not exceed 10% of contract amount

6.3 The Procuring Agency shall release the payments to the successful Bidder in Pak Rupees only.

Special Condition of Contract

- 6.5** The payments shall be made according to deliverables and schedule as specified under the Terms of Reference.
- 8.2** Disputes shall be settled through arbitration Act of 1940

Appendix A

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS**

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 not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant Legal Firm, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT

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

WHEREAS, the PA wishes to have the Consultant Legal Firm performing the services hereinafter referred to, and

WHEREAS, the Consultant Legal Firm is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

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

For Services rendered pursuant to Annex A, the PA shall pay the Consultant Legal Firm an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant Legal Firm's costs and profits as well as any tax obligation that may be imposed on the Consultant Legal Firm.
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant Legal Firm of invoices in duplicate to the Coordinator designated in paragraph 4.
- 4. Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

5. Project Administration	A. <u>Coordinator</u> The PA designates Mr./Ms. <i>[insert name]</i> as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA. B. <u>Timesheets</u> During the course of their work under this Contract the Consultant Legal Firm's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator. C. <u>Records and Accounts</u> The Consultant Legal Firm shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant Legal Firm's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
6. Performance Standard	The Consultant Legal Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant Legal Firm shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
7. Confidentiality	The Consultant Legal Firm shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
8. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant Legal Firm for the PA under the Contract shall belong to and remain the property of the PA. The Consultant Legal Firm may retain a copy software.
9. Consultant LF Not to be Engaged in Certain Activities	The Consultant Legal Firm agrees that, during the term of this Contract and after its termination, the Consultant Legal Firms and any entity affiliated with the Consultant Legal Firm, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
10. Insurance	The Consultant Legal Firm will be responsible for taking out any appropriate insurance coverage for their personnel and equipment, if available and required under Pakistan law.
11. Assignment	The Consultant Legal Firm shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.

Contract

**12. Law
Governing
Contract and
Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

**13. Dispute
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT LEGAL FIRM

Signed by _____

Signed by _____

Title: _____

Title: _____