



**GOVERNMENT OF KHYBER PAKHTUNKHWA**  
**BENEVOLENT FUND CELL, ADMINISTRATION DEPARTMENT**

**REQUEST FOR PROPOSALS (RFPs)**  
**HIRING OF CHARTERED ACCOUNTANTS FIRM**

Khyber Pakhtunkhwa Benevolent Fund Cell invites proposals from reputed and qualified Chartered Accountants firm for the audit of the last five (5) years and financial position of Benevolent Fund Cell. Detailed Request for Proposals (RFPs) can be found on websites of Provincial Benevolent Fund Cell ([www.bfkp.org](http://www.bfkp.org)) and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) ([www.kppra.gov.pk](http://www.kppra.gov.pk)). Procurement will be through Single Stage Two Envelope procedure using Quality and Cost based selection method. For eligibility the firm must be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) and are on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).

**Bid Solicitation Documents (BSD)**, containing Detailed Terms and Conditions etc, can be downloaded by the interested Bidders from [www.bfkp.org](http://www.bfkp.org), [www.kppra.gov.pk](http://www.kppra.gov.pk) and E-PAD . Prospective Bidders may request a clarification on the Bidding Documents before the Closing Date.

Proposals prepared in accordance with the instructions provided in the BSD, must reach at the following address as well as on E-PAD on or before **12<sup>th</sup> March, 2026** at **1200 Hrs**. Technical Bids will be opened on the same day at **1400 Hrs**. In case the day of Bid Submission and Technical Bid Opening falls on a Public Holiday, next working day shall be considered as Deadline for the same.

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

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

**SECRETARY, BENEVOLENT FUND CELL**  
**ROOM NO.157, GROUND FLOOR,**  
**BENEVOLENT FUND BUILDING,**  
**PESHAWAR CANTT**  
**PH: 091-9210594, 9211914**

**STANDARD BIDDING DOCUMENT**

**FOR**

**HIRING OF CHARTERED ACCOUNTANTS FIRM FOR  
KHYBER PAKHTUNKHWA BENEVOLENT FUND CELL**

**As on \_\_\_\_\_, 2026**

# KHYBER PAKHTUNKHWA BENEVOLENT FUND CELL

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## **Section 1. Instructions to Firm**

## Instructions to Firms

### Definitions

- a) “Procuring Entity (PE)” means the department with which the selected Firm signs the Contract for the Services.
- b) “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.
- 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 Firms that is used to reflect specific assignment conditions.
- e) “Day” means calendar day including holiday.
- f) “Government” means the Government of Khyber Pakhtunkhwa.
- g) “Instructions to Firms” (Section 1 of the RFP) means the document which provides shortlisted Firms with all information needed to prepare their Proposals.
- h) “Proposal” means the Technical Proposal and the Financial Proposal.
- i) “RFP” means the Request For Proposal prepared by the Procuring Entity for the selection of Firms.
- j) “Sub-Firm” means any Person or entity to whom the Firm subcontracts any Part of the Services.
- k) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Firm, and exacted results and deliverables of the assignment.

## **SECTION – 2: INFORMATION TO FIRMS**

### **2. Introduction**

- 2.1 The Procuring Entity (PE) named in the Data Sheet will select a firm / organization (the 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 Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Firm.
- 2.3 Firms should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Firms are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Firms may liaise with Procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity (PE) reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.
- 2.5 Procuring Entity (PE) may provide facilities and inputs as specified in Data Sheet

### **3. Conflict of Interest**

- 3.1 Firm are required to provide professional, objective, and impartial advice and holding the Procuring Entity (PE) interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. 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 Entity (PE), or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.
- 3.2 Without limitation on the generality of the foregoing, 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 Firm that has been engaged by the Procuring Entity (PE) to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to

the firm's consulting services for such preparation or implementation.

- (ii) A Firm (including its Personnel and Sub Firms) 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 Firm to be executed for the same or for another Procuring Entity.
- (iii) A Firm (including its Personnel and Sub Firms) that has a business or family relationship with a member of the Procuring Entity'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) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved

3.3 Government officials and civil servants may be hired as Firms only if :

- (i) They are on leave of absence without Pay;
- (ii) They are not being hired by the Entity 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**

4.1 It is Government's policy that Firms 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 Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 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 is representation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation

Under Rule 44 of KPPR 2014, "The Procuring Entity 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 KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

#### **5. Integrity Pact**

5.1 Pursuant to section 16(2)(3) of KPPRA Act 2012 Firm undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

#### **6. Eligible Firms**

6.1 All Firms are required to meet the following minimum qualification criteria to participate:

- (i) has the legal capacity to enter into the contract;
- (ii) has the prescribed technical proficiency
- (iii) is neither insolvent nor bankrupt
- (iv) is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the

- foregoing are imminent or have been initiated against him/her; and
- (v) has fulfilled all obligation under law for the time being in force
- 7. Eligibility of sub Firm/Firm** 7.1 The procedure is same as for main Firm/firm in the instant matter
- 8. Only One Proposal** 8.1 Firms shall only submit one proposal. If a Firm submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Firm/Firm, including individual experts, to more than one proposal is not allowed.
- 9. Proposal Validity** 9.1 The Data Sheet indicates Proposals validity. During this Period, Firms shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Firms to extend the validity period of their proposals. Firms 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. Firms may submit new staff in replacement, who would be considered in the final evaluation for contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals.
- 10. Clarification and Amendment in RFP** 10.1 Firms may request for a clarification of contents of the bidding document in writing, and Procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The Procuring Entity shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 11. Preparation of Proposals** 11.1 In preparing their Proposal, Firms are exacted 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 Firm.

## 12. Language

12.1 The Proposal as well as all related correspondence exchanged by the Firms and the Procuring Entity 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, Firms must give Particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Firm(s) and/or other firms or entities in a joint venture or sub-Consultancy/Firm, as appropriate. The international Firms are encouraged to seek the participation of local firms by entering into a joint venture with, or subcontracting part of the assignment to, national firm.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position (Section 3, form tech – 6).

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3, Form Tech – 1):

- (i) A brief description of the firm organization and an outline of recent experience on assignments (Section 3 Form Tech 2A & B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Entity (Section 3 Form Tech 3A & B).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3 Form Tech – 5).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3 Form Tech – 6). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last 10 (Procuring Entity may give number of years as Per their requirement) years.

- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 3 Form Tech – 7)
- (vi) A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3 Form Tech – 4).
- (vii) Any additional information requested in the Data Sheet

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

**15 Taxes**

15.1 The Firm will be subject to all admissible taxes including stamp duty and service charges (if any) 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 Firms (Individual Firm). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open with Technical Proposal" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

## **17. Proposal Evaluation**

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

17.2 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 Section. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

18.2 After the technical evaluation is completed, the Procuring Entity shall notify in writing Firms that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional. Financial proposals of those 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 Firms' representatives who choose to attend. The name of the Firms and the technical scores of the Firms shall be read aloud. The Financial Proposal of the Firms 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 Firms.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In 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 Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **20. Negotiation**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Firm will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Firm. Representatives conducting negotiations on behalf of the 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 Firm to improve the Terms of Reference. The PE and the Firms 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 Procuring Entity and the Firm, will become Part of Contract Agreement.

## **22. Financial negotiations**

22.1 If applicable, it is the responsibility of the Firm, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the 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. Firms will provide the Procuring Entity 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 Firm on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The Procuring Entity 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 Firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the 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 Entity shall award the Contract to the selected Firm within fifteen days after letter of acceptance or award has been issued. Procuring Entity 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. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.2 After publishing of award of contract Firm required to submit a Performance security at the rate indicated in date sheet.

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

**25. Confidentiality**

25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firms 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 Firm of confidential information related to the process may result in the rejection of its Proposal

## SECTION 2: INFORMATION TO FIRMS - DATA SHEET

### A. DATA SHEET

1.1	<p>a) <b>Name of the Assignment is:</b> Hiring of Chartered Accountants Firm is to verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.</p> <p>b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.</p> <p>c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.</p> <p>d) Analysis of Cash flows to determine sustainability of the fund.</p> <p>e) Existing disbursement system and ways to improve the existing system.</p> <p>f) Performance evaluation of disbursement system.</p> <p>g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Desktop (Pro or Enterprise Edition) or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training.</p> <p>h) Presentation of Audit Report to Board of Management</p> <p>The Name of the Procuring Entity's official (s):, Mr. Muhammad Idrees Khan, Secretary, Benevolent Fund Cell, Office at R.No.157, Ground Floor, Benevolent Fund Building, Saddar Road, Near Jans Baker, Peshawar Cantt.</p>
1.2	<p>The method of selection is: Quality and Cost Based Selection- QCBS The Edition of the Guidelines is: KPPRA rule and regulation 2014</p>
1.6	<p>Expected date for commencement of consulting services <u>will be immediately after signing of contract</u> at Benevolent Fund Cell, Benevolent Fund Building, Near Jans Baker, Peshawar Cantt.</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: YES All interested eligible bidders are requested to submit Technical &amp; Financial proposals separately in single sealed envelope. Both envelopes shall be marked as "Technical Proposal" and "Financial Proposal".</p>
2.5	<p>The Procuring Entity will provide the following inputs and facilities:</p> <p>a) Administrative Support (where needed) Hiring of Chartered Accountants Firm is to verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.</p> <p>b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.</p>

	<p>c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.</p> <p>d) Analysis of Cash flows to determine sustainability of the fund.</p> <p>e) Existing disbursement system and ways to improve the existing system.</p> <p>f) Performance evaluation of disbursement system.</p> <p>g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Pro / Enterprise / Online or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training</p> <p>h) Presentation of Audit Report to Board of Management</p> <p>Any other relevant details required by the Firms.</p>
5.1	Firm undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
9.1	Bids / Proposals validity period will be 90 days
10.1	Clarifications may be requested not later than one (1) day before the submission date. The address for requesting clarifications is: Benevolent Fund Cell, Benevolent Fund Building, Near Jans Baker, Peshawar Cantt. E-mail: bfc5212@gmail.com
11.2	The estimated number of professional staff-months required for the assignment is <u>30 days</u>
12	The Proposal as well as all related correspondence exchanged by the Firms and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14.1	The quoted price should be inclusive of all direct and indirect cost with all applicable taxes i.e FBR & KPRA
15.1	Amounts Payable by the Procuring Entity to the Firm under the contract to be subject to local taxation, stamp duty and service charges, if applicable: Yes.
16.3	Firm must submit the original (1) Technical Proposal, and the original (2) Financial Proposal.
16.4	<p>The Proposal submission address is: Benevolent Fund Cell, Benevolent Fund Building, Near Jans Baker, Peshawar Cantt.</p> <p>Proposals must be submitted no later than the following date and time: <b>Submission Deadline</b> For national bidders: <b>12.03.2026</b>, at <b>1200 hrs</b> and</p> <p>No bid in any case shall be accepted after the deadline.</p>
18.1	Technical proposals will be evaluated as per the attached TOR (Section 5B)
20.1	Expected date and address for contract negotiations: 15 Days after the opening of proposals.
24.2	Submission of Performance Security @ 10%

# SECTION 3: Technical Proposal - Standard Forms

## FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Date: \_\_\_\_\_

To: *Khyber Pakhtunkhwa Benevolent Fund Cell*  
*Benevolent Fund Cell, Benevolent Fund Building, Near Jans Baker, Peshawar Cantt..*

Dear Sir:

We, the undersigned, offer to provide the services for the following.

- a) To verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.
- b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.
- c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.
- d) Analysis of Cash flows to determine sustainability of the fund.
- e) Existing disbursement system and ways to improve the existing system.
- f) Performance evaluation of disbursement system.
- g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Desktop (Pro or Enterprise Edition) or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training.
- h) Presentation of Audit Report to Board of Management

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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: \_\_\_\_\_

# FORM TECH-2 - Firm's Organization and Experience

## A - Firm's Organization

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

## B - Firm's Experience

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

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

## For FTP Only

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

### ***A - On the Terms of Reference***

- a) To verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.
- b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.
- c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.
- d) Analysis of Cash flows to determine sustainability of the fund.
- e) Existing disbursement system and ways to improve the existing system.
- f) Performance evaluation of disbursement system.
- g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Desktop (Pro or Enterprise Edition) or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training.
- h) Presentation of Audit Report to Board of Management

***B - On Counterpart Staff and Facilities***

The Name of the Procuring Entity's official (s); Mr. Muhammad Idrees Khan, Secretary, Benevolent Fund Cell, Office at R.No.157, Ground Floor, Benevolent Fund Building, Saddar Road, Near Jans Baker, Peshawar Cantt.

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

Technical approach & methodology are key components of the Technical Proposal. You are suggested to present your Technical Proposal on the following lines

- a) Technical Approach and Methodology. In this portion, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted 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 PE), 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]*:

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6. Membership of Professional Associations: \_\_\_\_\_

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

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

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

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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. Detail Task Assigned

*[List all tasks to be Performed under this assignment]*

12. Work Under that Best Illustrates Capability to Handle the Tasks Assigned

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project:

Year:

Location:

PE:

Main project features:

Position held:

Activities Performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, 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 Schedule

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

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

Full time input

Part time input

## FORM TECH-8. Work Schedule

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

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

# SECTION 4: Financial Proposal – Standard Forms

## FORM FIN - 1: FINANCIAL PROPOSAL SUBMISSION FORM

Date: \_\_\_\_\_

To: Benevolent Fund Cell, Benevolent Fund Building, Near Jans Baker, Peshawar Cantt.

Dear Sirs:

We, the undersigned, offer to provide the services for the following.

- a) To verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.
- b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.
- c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.
- d) Analysis of Cash flows to determine sustainability of the fund.
- e) Existing disbursement system and ways to improve the existing system.
- f) Performance evaluation of disbursement system.
- g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Desktop (Pro or Enterprise Edition) or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training.
- h) Presentation of Audit Report to Board of Management

Our Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]* \_\_\_\_\_ *(inclusive of out of pocket expenses)*.

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.

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 below:

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

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

Yours sincerely,

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

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

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

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

# FORM FIN-2 - BID SHEET – BENEVOLENT FUND CELL

## Benevolent Fund Building

	Ref #		
	Date		
<b>From (KPFFM/FC Contact Name &amp; Address):</b>	<b>Firm Name &amp; Address:</b>		
Mr. -----			
-----			
Address: -----			
<b>Tel: -----</b>	<b>NTN #:</b>		
	<b>STRN #:</b>		
Emil id: -----	<b>Tel:</b>		
	<b>Email:</b>		
<b>Date that the quote is valid until:</b>			
<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Total Price (PKR) Inclusive of all taxes</b>
Total quoted amount for the services required in TOR (Quoted amount should be inclusive of out of pocket expense) _____	Job	1	
<b>Bidders Name:</b>	<b>Company Stamp:</b>		

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

**SECTION – 5**

**TECHNICAL AND FINANCIAL EVALUATION CRITERIA**

**&**

**TERMS OF REFERENCE – TOR**

**FOR**

**HIRING OF FIRM**

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## A. Eligibility and Evaluation Criteria

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

- The firm must be a Chartered Accountancy firm registered and enrolled under the Chartered Accountants Ordinance, 1961 with the Institute of Chartered Accountants of Pakistan (ICAP) to provide professional services.
- The firm must be a qualified Chartered Accountants and enrolled under the Chartered Accountants Ordinance, 1961 with the Institute of Chartered Accountants of Pakistan (ICAP) to provide professional services.
- The firm must have obtained at least three (03) consecutive satisfactory Quality Control Reviews (QCRs), with the latest QCR currently valid and applicable.
- The firm must possess a minimum of ten (10) years of relevant experience in assignments of a similar nature.
- The firm shall indicate the number of partners in Pakistan.
- The firm shall submit certificate of membership / affiliation with International firm.
- The firm shall indicate the number of ICAP-qualified Chartered Accountants in Pakistan.
- The firm shall indicate the number of audit staff registered with ICAP in Pakistan.
- The firm shall provide details of its experience in auditing Public Sector Companies, Organizations, and Government Departments.
- The selection of the firm shall be carried out strictly in accordance with the Quality and Cost Based Selection (QCBS) method as prescribed under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014.
- The technical and financial evaluation shall be based on a quality-to-cost ratio of 70:30.
- Interested firms must submit all mandatory documents mentioned below along with their technical proposals.
- Any firm failing to provide any required document or information shall be declared non-responsive and shall not be considered for further evaluation.

### ii. **Mandatory Documents**

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

### iii. **Evaluation and Selection Criteria**

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

<b>S. No</b>	<b>Particulars of the Firm</b>	<b>Total Marks (100)*</b>	<b>Criteria for Marking</b>	<b>Marks</b>
1	Membership / Affiliation with Chartered Accountants / Associate of Society of Actuaries (ASA)	20	Documentary evidence of membership / affiliation	20
2	Pervious Audit valuation experience in Public Sector	20	10 years & above:	20
			More than 5 years but less than 10 years:	15
			More than 1 years but less than 5 years:	10
3	Key professional staff in the firm and their affiliation with Audit / ASA or equal	25	More than 5 professionals	25
			More than 3 but less than 5 professionals	15
			More than 1 but less than 3 professionals	10
4	No. of years of professional experience of Audit	20	Above 15 years pro: exp:	20
			Above 10 years but less than 15 years pro: exp:	15
			Above 5 years but less than 10 years pro: exp:	10
5	Reputation of similar nature of clients serviced in previous years	15	Above 5 years & above working with government / non-government / autonomous / corporate entities	15
			Less than 5 years but more than 2 years working with government / non-government / autonomous / corporate entities	10

(1) The Firms fulfilling the technical criteria with at least 60% marks shall be selected for opening of their Financial Bids.

(2) Remaining 30% marks are allocated for fee structure (Financial Bids).

## B. METHOD OF EVALUATION OF BID

The bidders obtaining at least 60% score in technical bid will be considered as qualified. Financial bids of technically qualified bidders will be opened in the presence of the representative of the firms who wish to attend the tender opening.

Total Score of a Bid = (Score obtained in the technical bid) X 70% + (Score obtained on financial bids as at a,b,c below.

The financial score is calculated as under:

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C and so on

- a. Financial scoring of the lowest bidder will be = 30
- b. Financial scoring of the second bidder will be = (A/B) X 30
- c. Financial scoring of the third bidder will be = (A/C) X 30

The highest ranked bid as per above mentioned formula will be considered as best evaluated bid

## C. TERM OF REFERENCE

Terms of Reference are as follows:

<b>Title of Services</b>	The assignment involves verification of Benevolent Fund subscriptions at the Provincial level under Account-I maintained at the Accountant General Office and at the district level under Account-IV maintained by the respective District Account Officers. It includes audit of the Fund's financial statements for the last five years, covering valuation of assets and review of payments made to districts for disbursement to grantees. As relevant records are located across districts of Khyber Pakhtunkhwa, the auditor will undertake field visits where required. The scope also covers analysis of cash flows to assess financial sustainability, review and performance evaluation of the existing disbursement mechanism, and recommendations for its improvement. Additionally, the auditor shall provide licensed accounting software—such as QuickBooks Desktop (Pro or Enterprise Edition) by Intuit or Sage Accounting by The Sage Group—and digitize all manual accounts at the Benevolent Fund Cell Head Office, along with necessary staff training.
<b>Executing &amp; Implementing Agency</b>	Benevolent Fund Cell, Administration Department

### I. Introduction

The Benevolent Fund Khyber Pakhtunkhwa is working for the welfare of serving / retired provincial government employees as well as their families across the province under the provision of Khyber Pakhtunkhwa Benevolent Fund Ordinance 1972.

The headquarter of the Benevolent Fund Board is located in Peshawar, whereas District Benevolent Fund Boards have been constituted to provide easy access to the employees (BS-01 to BS-15) of Attached Departments at their districts.

The fund is made up of compulsory contributions recovered from each Government employee on monthly basis at source, at such rates as Government may, from time to time, at prescribed rates. At the moment there are close to 550,000 contributors of the benevolent fund.

These Fund are invested in secure and profitable avenue in financial markets.

## **II. Background and Objective**

- a) To verify the Benevolent Fund subscription at Provincial level (Account-I) Accountant General Office and district level Account-IV maintained by district account officers of the concerned district.
- b) Audit of the financial statements for last five years including valuation of real assets held by the fund, as well as payment made to the districts for disbursements and onward releases to the grantees.
- c) The data in relation to the audit is placed in all districts of Khyber Pakhtunkhwa and auditor will be required to visit the relevant district for the purpose of the audit.
- d) Analysis of Cash flows to determine sustainability of the fund.
- e) Existing disbursement system and ways to improve the existing system.
- f) Performance evaluation of disbursement system.
- g) Provide licensed accounting software for maintenance of account e.g. QuickBooks Desktop (Pro or Enterprise Edition) or Sage Accounting and digitization of all manual accounting to accounting software at Benevolent Fund Cell head office along with necessary training.
- h) Presentation of Audit Report to Board of Management.

## **III. Responsibilities / Outputs /Deliverables**

The Firm will work and in close coordination with Benevolent Fund Cell, Administration Department and the office of Accountant General, Khyber Pakhtunkhwa. The expected output / deliverable will be in the shape of reports as under:

- i. Verification report of Benevolent Fund subscriptions at Provincial (Account-I) and District (Account-IV) levels.
- ii. Audit report of the last five years' financial statements, including asset valuation and review of payments to districts and grantees.
- iii. District-wise findings based on field verification visits.
- iv. Cash-flow analysis with sustainability assessment of the Fund.
- v. Review and performance evaluation of the existing disbursement system, along with recommendations for improvement.
- vi. Provision, installation, and configuration of licensed accounting software (e.g., QuickBooks Desktop by Intuit or Sage Accounting by The Sage Group).
- vii. Digitization and migration of manual records into the new system.
- viii. Training of staff and submission of a final consolidated report with an implementation roadmap.

## **IV. Competence of the Firm**

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

# General Conditions of Contract

## 1. GENERAL PROVISIONS

### 1. Definition

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

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

	(q)	“In writing” means communicated in written form with proof of receipt.
<b>1.2 Law Governing Contract</b>	1.2	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
<b>1.3 Language</b>	1.3	This Contract is executed in the language specified in the Special Condition, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	1.4.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Special Condition.
	1.4.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Special Condition.
<b>1.5 Location</b>		The Services shall be performed at such locations as are specified in special condition of contract and where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve.
<b>1.6 Authority of Member in Charge</b>		In case the Firm consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Firm’s rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and Payments from the Procuring Entity.
<b>1.7 Authorized Representatives</b>		Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Special Condition or the Firm may be taken or executed by the officials specified in the Special Condition.
<b>1.8 Taxes &amp; Duties</b>		The Firm, Sub-Firms, and their personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
<b>1.9 Fraud &amp; Corruption</b>	A	If the Procuring Entity determines that the Firm and/or its Personnel, sub-contractors, sub Firms, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days’ notice to the Firm, terminate the Firm's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014. Any Personnel of the Firm who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

### **Integrity Pact**

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

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

### **2.4 Modifications or Variations**

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

### **2.5 Force Majeure**

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

#### **2.5.2 No Breach of Contract**

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

#### **2.5.3 Extension of Time**

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to

the time during which such party was unable to Perform such action as a result of Force Majeure.

#### **2.5.4 Payments**

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

#### **2.6 Termination**

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

##### **2.6.1 By the Procuring Entity**

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

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

##### **2.6.2 By the Firm**

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

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

##### **2.6.3. Payment Upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Firm:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract,

including the cost of the return travel of the Personnel and their eligible dependent's.

### **3. OBLIGATIONS OF THE FIRM**

#### **3.1 General**

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

##### **3.1.1 Standard of Performance**

The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-Firms or third parties.

#### **3.2. Conflict of Interests**

The Firm shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### **3.2.1 Firms not to Benefit from Commissions, Discounts, etc**

The payment of the Firm pursuant to Clause 6 of General Condition shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them similarly shall not receive any such additional Payment.

##### **3.2.2 Firm and Affiliates not to be Otherwise Interested in Project**

The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Firms and any entity affiliated with such Sub Firms, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the project.

##### **3.2.3 Prohibition of Conflicting Activities.**

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

#### **3.3 Confidentiality**

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

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

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

**3.5 Firm's Actions  
Requiring  
Procuring  
Entity's Prior  
Approval**

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

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

**3.6 Reporting  
Obligations**

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

**3.7 Documents  
Prepared  
by the Firm to  
be the Property  
of the Procuring  
Entity**

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

**3.8 Accounting,  
Inspection and  
Auditing**

- 3.8.1 The Firm shall keep, and shall cause its Sub-Firms to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Firm shall Permit, and shall cause its Sub-Firms to Permit, the PE and/or Persons appointed by the Procuring Entity 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 Procuring Entity if requested by the Procuring Entity. The Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures.).

**4. FIRM'S PERSONNEL**

**4.1 Description  
of Personnel**

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

**4.2 Removal and/or Replacement of Personnel**

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

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

**5. OBLIGATIONS OF THE PROCURING ENTITY**

**5.1 Assistance and Exemptions**

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

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

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Firm in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 or (b) of General Condition, as the case may be.

**5.3 Services and Facilities**

The Procuring Entity shall make available free of charge to the Firm the Services and Facilities listed under Appendix F.(N/A)

**6. PAYMENTS TO THE FIRM**

**6.1 Lump-sum Payment**

The total Payment due to the Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

**6.2 Contract Price**

The price Payable in Pak Rupees/foreign currency/ is set forth in the Special Condition.

**6.3 Payment for Additional services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Firm and according to the Payment schedule stated in the SC. Unless otherwise stated in the Special Condition, the first Payment shall be made against the provision by the Firm of an advance Payment guarantee for the same amount, and shall be valid for the period stated in the Special Condition. Such

guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Procuring Entity shall have approved in writing. Any other Payment shall be made after the conditions listed in the Special Condition for such Payment have been met, and the Firm has submitted an invoice to the Procuring Entity specifying the amount due.

## **7. GOOD FAITH**

### **7.1 Good Faith**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2 Dispute Resolution**

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the Special Condition.

### III. Special Conditions of Contract

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

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

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

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

Procuring Entity:	_____
-------------------	-------

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

Facsimile:	_____
------------	-------

E-mail:	_____
---------	-------

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

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

Facsimile:	_____
------------	-------

E-mail	_____
--------	-------

{1.6}	{The Member in Charge is <i>[insert name of member]</i> }
-------	---

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

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

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

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

1.8	<i>Procuring Entity shall specify all relevant taxes including stamp duty and service charges to be borne by the Firm. In case there is exemption from any rates, taxes, the same shall be mentioned here The Firm must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply</i>
-----	--

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

(a)	any Payments whatsoever made to the Firm, Sub-Firms and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
-----	---

(b)	any equipment, materials and supplies brought into the Government's country by the Firm or Sub-Firms for the purpose of carrying out the
-----	--

Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;

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

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

**3.4** The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Firm or its Personnel or any Sub Firms or their Personnel, with a minimum coverage of **[insert amount and currency]**;

Third party liability insurance, with a minimum coverage of *[insert amount and currency]*

professional liability insurance, with a minimum coverage of *[insert amount and currency]*;

- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Firm's property used in the Performance of the Services, and (iii) any documents prepared by the Firm in the Performance of the Services.

**Note:** *Delete what is not applicable*

**{3.5 (c)}** {The other actions are: *[insert actions]*.}

**Note:** *If there are no other actions, delete this Clause SC 3.5 (c).*

**{3.5 (b)}** **Note:** *If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:*

{The Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Firm.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

**{5.1}** **Note:** *List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*

**6.1** Performance security shall not exceed 10% of contract amount

**6.3** The amount in Pak Rupees or in foreign Currency *[insert amount]*.

**6.5** The accounts are:

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

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

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

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

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

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

**8.2**

Disputes shall be settled by complaint redresser committee define in Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017 or through the Boards of Management, Benevolent Fund.

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer

Signature

Seal

Name of Seller/Supplier

Signature

Seal

## Contract

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

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

WHEREAS, the Firm is willing to perform these services;

NOW, THEREFORE, THE PARTIES hereby agree as follows:

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

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

Title \_\_\_\_\_

Signed by

\_\_\_\_\_

Witness: (PE)

Title \_\_\_\_\_

Signed by

\_\_\_\_\_

For the Firm

Title \_\_\_\_\_

Signed by

\_\_\_\_\_

Witness: Firm

Title \_\_\_\_\_

Signed by

\_\_\_\_\_