



National Competitive Bidding

Request for Proposal (RFP) (Single Stage Two Envelope)

for

**Hiring Services of Third-Party Consultant to
Conduct Performance Audit of Hot Water
Treatment Plants Registered with**

**Department of Plant Protection (DPP)
Government of Pakistan**

March 2026

DISCLAIMER

This Request for Proposals (RFP) is issued by the Department of Plant Protection (DPP), Government of Pakistan, solely for the purpose of inviting proposals from eligible and qualified consultants, herein after called “consultant”, for conducting a Performance Audit of Hot Water Treatment Plants (HWTs) registered with the Department of Plant Protection (DPP).

The information contained in this RFP, including all sections, annexures, and any clarifications issued subsequently, is provided in good faith to assist interested firms in preparing their proposals. While DPP has taken reasonable care to ensure that the information provided is accurate and comprehensive, no representation or warranty, express or implied, is made by DPP or any of its officers, employees, advisors, or representatives regarding the completeness, reliability, or accuracy of the contents of this RFP. Any assumptions, interpretations, or conclusions drawn by bidders shall be made at their own risk.

This RFP does not constitute a contract, an offer of services, or a commitment by DPP to award the assignment or to proceed with the procurement process. DPP reserves the right, at its sole discretion and without assigning any reason, to:

- a) amend, modify, or replace any part of this RFP;
- b) issue supplementary instructions or clarifications;
- c) postpone, cancel, or terminate the procurement process; or
- d) reject any or all proposals at any stage,

in accordance with the Public Procurement Rules, 2004 (PPRA Rules).

Bidders shall bear all costs associated with the preparation, submission, clarification, and negotiation of their proposals. DPP shall not be responsible for any cost, expense, loss, or damage incurred by any bidder in connection with this RFP or the procurement proceedings, regardless of the outcome.

By participating in this process, bidders acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this RFP.



ADVERTISEMENT
INVITATION FOR HIRING OF CONSULTANT FOR PERFORMANCE
AUDIT OF HOT WATER TREATMENT PLANTS
RFP No. MNSFR/PROC/2026-DPP/01

The Department of Plant Protection (DPP), Government of Pakistan, invites EPAD proposals from eligible and experienced consultants for the Performance Audit of Hot Water Treatment (HWT) Plants registered with DPP to review the year 2025 mango export season.

This procurement is being undertaken to strengthen oversight, ensure compliance with Sanitary and Phytosanitary (SPS) requirements, and enhance transparency in the operational performance of HWT plants engaged in quarantine-related treatment for mango exports. The assignment includes the technical, operational, compliance, and documentation audit of HWT plants, including verification of processing capacities, SPS measures, sensor functionality, record integrity, and the oversight role of Pre-Shipment Inspection Agencies (PSIAs), as detailed in the Request for Proposals (RFP).

The invitation is open to all consultants that meet the eligibility, legal, and technical requirements specified in the RFP. All procurement proceedings shall be conducted in accordance with the PPRA Rules, 2004, ensuring fairness, transparency, and competition.

DPP reserves the right to accept or reject any or all proposals without assigning any reason.

RFP Access and Submission Process

1. The RFP document, containing detailed Scope of Work (SoW), eligibility requirements, evaluation criteria, and submission of instructions, may be downloaded free of cost from:
 - DPP Website: <https://plantprotection.gov.pk>
 - PPRA Website: <https://ppra.gov.pk>
 - E-PADS Portal: <https://epads.gov.pk>
2. Complete proposals must be submitted electronically via the PPRA E-PADS portal, in accordance with the submission instructions provided in the RFP, no later than March 30, 2026 at 11:00 AM.
3. Proposals will be opened electronically on the same date at 11:30 AM, through E-PADS, in the presence of applicants or their authorized representatives who choose to attend.

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SECTION I: INVITATION TO PROPOSALS

Invitation to Proposals
RFP No. DPP/PROC/2026-DPP/01

for

Hiring of Services of Consultant to Conduct Performance Audit of Hot Water Treatment Plant Registered with Department of Plant Protection (DPP)

Date: March 10, 2026

1. The Department of Plant Protection (DPP), Government of Pakistan, intends to procure third-party audit services for the assignment titled: “Hiring of Services of Consultant to Conduct Performance Audit of Hot Water Treatment Plants Registered with Department of Plant Protection (DPP).” The procurement shall be financed through DPP’s approved resources for the relevant period subject to availability of funds at the time of contract award.
2. DPP invites sealed bids from eligible and experienced consultants possessing demonstrable experience in regulatory, operational, financial, and compliance-based audits. The assignment aims to assess the performance, SPS compliance, operational capacity, and documentation integrity of Hot Water Treatment (HWT) Plants registered with DPP.
3. The bidding shall be conducted under the Single Stage – Two Envelope procedure, in accordance with Section 36(b) of the Public Procurement Rules (PPRA) 2004, and any applicable regulations, guidelines, or instructions issued by PPRA from time to time. The process is open to all interested and eligible bidders.
4. All bids must be accompanied by a Bid Security of 5% of the financial proposal in the form and manner prescribed in the bidding documents. Bids submitted without the required Bid Security shall be rejected as non-responsive
5. Bidders shall carefully prepare and submit their bids through the PPRA E-PADS portal strictly in accordance with the instructions provided in the bidding documents.
6. Submission Deadline: On or before 11:00 AM, March 30, 2026.
7. Opening of Bids: Technical bids will be opened on the same day at 11:30 AM electronically via E-PADS.
8. Financial proposals of technically qualified firms will be opened subsequently at a date and time notified by DPP’s Procurement Committee.
9. Only bidders registered on E-PADS are eligible to participate. The complete bidding documents can be accessed and downloaded free of cost from:

- DPP Website: <https://plantprotection.gov.pk>
- PPRA Website: <https://ppra.gov.pk>
- E-PADS Portal: <https://epads.gov.pk>

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******* End of Section I *******

SECTION II: INSTRUCTION TO CONSULTANTS

A. INTRODUCTION

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| 1. Definitions | <p>1.1 Definition</p> <ul style="list-style-type: none">a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Performance Audit Services to the Procuring Agency under the Contract.d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.f) “Day” means a calendar day.g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof |
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| | <p>under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p> |
| <p>2. Introduction</p> | <p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p> |
| <p>3. Conflict of Interest</p> | <p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring agency any situation of actual or potential conflict that impacts</p> |

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| | <p>its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> |
| <p>a. Conflicting activities</p> | <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> |
| <p>b. Conflicting assignments</p> | <p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p> |
| <p>c. Conflicting relationships</p> | <p>(iii) <u>Relationship with the Procuring Agency’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p> |
| <p>4. Unfair Competitive Advantage</p> | <p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p> |

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| <p>5. Corrupt and Fraudulent Practices</p> | <p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p> |
| <p>6.</p> | <p>6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> |
| <p>a. Sanctions</p> | <p>6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p> |
| <p>b. Prohibitions</p> | <p>6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p> |
| <p>c. Restrictions for public employees</p> | <p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> |

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| | (iii) their hiring would not create a conflict of interest. |
| B. PREPARATION OF PROPOSALS | |
| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet. |
| 10. Documents Comprising the Proposal | 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . If specified in the Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices. |
| 11. Only One Proposal | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any. |
| 12. Proposal Validity | 12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of |

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| | Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. |
| a. Extension of Validity Period | <p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p> |
| b. Substitutio n of Key Experts at Validity Extension | <p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p> |
| c. Sub- Contracting | 12.9 The Consultant shall not subcontract the whole of the Services. |
| | 12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework. |
| | 12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive. |
| | 12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal. |

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| | <p>12.13 The successful Consultant’s Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p> |
| | <p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security |
| <p>13. Clarification and Amendment of RFP</p> | <p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency’s address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| <p>14. Preparation of Proposals – Specific Considerations</p> | <p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> i. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Procuring Agency’s estimated total cost of the assignment, but not both. This estimate is indicative and the |

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| | <p>Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>ii. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> |
| 15. Technical Proposal Format and Content | <p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p> |
| 16. Financial Proposal | <p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p> |
| a. Taxes | <p>16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet.</p> |
| b. Currency of Proposal | <p>16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p> |
| c. Currency of Payment | <p>16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p> |
| C. SUBMISSION, OPENING AND EVALUATION | |
| 17. Submission, Sealing, Marking Proposals and of | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> |

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| | <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated</p> |
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| <p>Withdrawal of bids</p> | <p>in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> |
| <p>18. Confidentiality</p> | <p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p> |
| <p>19. Opening of Proposal (Technical Proposals)</p> | <p>19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant’ or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the BDS. The Consultant’ representatives present shall sign a register as proof of their attendance.</p> <p>19.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be</p> |

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| | <p>permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5 The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p> |
| <p>20. Proposals Evaluation</p> | <p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> |

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| | <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> |
| <p>21. Evaluation of Technical Proposals</p> | <p>21.1 The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| <p>22. Financial Proposals for QBS</p> | <p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> |
| <p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p> | <p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice. 23.2 The Financial Proposals shall be opened by the Procuring Agency’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then</p> |

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| | opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| 24. Correction of Errors | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| a. Time-Based Contracts | 24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| 25. Taxes | 25.1 The Procuring Agency’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality- and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| b. Fixed-Budget Selection (FBS) | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that |

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| | does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |
| Least-Cost Selection | 27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract. |
| D. NEGOTIATIONS AND AWARD | |
| 28. Negotiations | <p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.</p> |
| a. Availability of Key Experts | <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> |
| b. Technical negotiations | 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| c. Financial Negotiations | 28.6 There shall be no financial negotiations, however, it may include only the clarification of the |

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| | <p>Consultant's tax liability and how it should be reflected in the Contract.</p> |
| <p>29. Conclusion of Negotiations</p> | <p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p> |
| <p>30. Award Contract</p> | <p>30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. |
| <p>31. Grievance Redressal Mechanism</p> | <p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may</p> |

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| | <p>lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC may suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p> |
| <p>32. Mechanism of Blacklisting</p> | <p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and |

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| | <p>Fails to</p> <p>iii. abide by the id securing declaration;</p> <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of</p> |
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| | <p>personal hearing shall be reckoned from the last date of personal hearing.</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the</p> |
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| | bidder from the allegations. The decision of the Authority shall be final. |
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******* End of Section II *******

SECTION III: PROPOSAL DATA SHEET (PDS)

The following specific data for the procurement of audit services shall complement, supplement, or amend the provisions in the Instructions Consultants (ITC). In the event of any conflict, the provisions herein shall prevail over those in the ITC.

| A. GENERAL | |
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| ITC Clause Reference | |
| 2.1 | <p>Name of the Procuring Agency: Department of Plant Protection (DPP)</p> <p>Method of selection: <u>Quality & Cost Based</u> under <u>PPRA Rule 36 (B) Single Stage – Two Envelope</u></p> <p>Applicable Selection Technique i.e. Least Cost Basis Selection or Quality & Cost Based Selection.</p> |
| 2.2 | <p>Financial Proposal is to be submitted on EPADS through Single Stage Two Envelop Bidding Procedure</p> <p>The name of the assignment is: “Hiring of Services of Consultant to Conduct Performance Audit of Hot Water Treatment Plant Registered with Department of Plant Protection (DPP)”</p> |
| 2.3 | <p>A pre-proposal conference/meeting will be held in both modes i.e. virtual and personal: Yes</p> <p>Date of pre-proposal conference/meeting: 16th March, 2026 Time: 11: 00 a.m. Address: Department of Plant Protection, Karachi Telephone: 021-99248607 E-mail: dg1@plantprotection.gov.pk Parties interested in attending the pre-proposal meeting virtually must send a message to the above email by 3:30 PM on March 14, 2026. The virtual meeting link will be shared with them well before the meeting.</p> <hr/> |
| 2.4 | The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A |
| 6.3.1 | <p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p> |

| B. PREPARATION OF PROPOSALS | |
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| 9.1 | The language of the Bid is English . All correspondence shall be in English . The language for translation of supporting documents and printed literature is English . |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>FULL TECHNICAL PROPOSAL (FTP) – To be submitted separately:</u></p> <ol style="list-style-type: none"> 1. Affidavit (Integrity Pact) 2. Filled Technical Proposal Cover Form 3. Legal Status & Standing 4. Tax/NTN and ATL Status 5. SBP Category 6. Relevant Audit Experience 7. Financial Strength 8. Scope & Size of Past Engagements 9. Human Resources Capacity 10. Understanding of Assignment 11. Past Performance & References <p><u>FULL FINANCIAL PROPOSAL (FTP) – To be submitted separately:</u></p> <ol style="list-style-type: none"> 1. Financial Proposal Submission Form 2. Bid Security Form 3. FIN-1: Financial Proposal Table |
| 10.2 | Statement of Undertaking is required: No |
| 11.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No |
| 12.1 | Proposals shall be valid for 120 days from date of proposal submission deadline. |
| 13.1 | Clarifications may be requested no later than 06 days prior to the bid submission deadline. Clarification must be submitted through EPADS only. |
| 14.1.2 (do not use for Fixed Budget method) | Not Applicable |
| 14.1.3 for time-based contracts only | Not Applicable |

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| 14.1.4 and 27.2 use for Fixed Budget method | The estimated available budget for this Fixed-Budget assignment is: 1Million/plant (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. |
| 15.2 | The format of the Technical Proposal to be submitted is: FTP |
| 16.1 | Not applicable. |
| 16.2 | Not applicable. |
| 16.3 | Consultant will be responsible for calculating all Federal and Provincial taxes for this assignment. |
| 16.4 | The Financial Proposal shall be stated in the following currencies: Pakistani Rupees (PKR) |
| C. SUBMISSION, OPENING AND EVALUATION | |
| 17.1 | The Consultants shall submit their Proposals electronically. The electronic submission procedures shall be through EPADS. |
| 17.4 | The Consultant must submitted separately through EPADS: (a) Technical Proposal: one (1) (b) Financial Proposal: one (1) |
| 17.7 and 17.9 | The Proposals must be submitted no later than, through EPADS: Date: 30 th March, 2026. Time: 11:00 A.M. |
| 19.4 | An online option for the opening of the Technical Proposals is offered: Yes . The online opening procedure shall be as per EPADS procedures. The opening shall take place at: Department of Plant Protection Street Address: Jinnah Avenue Malir Halt Floor, room number: Committee Room City: Karachi Country: Pakistan Date: 30 th March, 2026. Time: 11:30 A.M |

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| 19.5 | In addition, the following information will be read aloud at the opening of the Technical Proposals: The names of consultant firms submitted proposal by the deadline. |
| 21.1 (for FTP) | <p>Sample Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: As per Section IV.A. Eligibility and Section IV.C. Technical Evaluation Criteria & Scoring.</p> <p>The minimum technical score (St) required to pass is: 70 out of 100.</p> |
| 23.1 | <p>An online option of the opening of the Financial Proposals is offered: Yes</p> <p>The online opening procedure shall be as per EPADS procedures.</p> |
| 25.1 | <p>For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.</p> |
| 26.1 | N/A |
| 27.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as per Section IV.E. Scoring Methodology.</p> |
| D. NEGOTIATIONS AND AWARD | |
| 28.1 | <p>Expected date and address for contract negotiations: Date: 06th-09th May, 2026 Address: Department of Plant Protection Karachi</p> |
| 30.1 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <u>www.dpp.gov.pk</u></p> |

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| 30.2 | Expected date for the commencement of the Services: Date: _10 th May, 2026 |
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******* End of Section III *******

SECTION IV: ELIGIBILITY AND EVALUATION CRITERIA

A. ELIGIBILITY

The following essential requirements must be met to establish eligibility:

- i. **Eligibility & Legal Status:** The Consultant shall be a legally registered entity (firm, company, partnership, or joint venture/consortium) incorporated and/or registered under the applicable laws of Pakistan and authorized to conduct business in Pakistan.
- ii. **Debarment/Blacklisting:** The Consultant (including any partner, affiliate, subsidiary, or member of a joint venture/consortium) must not be suspended, debarred, or blacklisted by any federal, provincial, or local government entity, regulatory authority, or public sector organization in Pakistan.
- iii. **Professional Registration:** The Consultant shall be a firm of Chartered Accountants duly registered with the Institute of Chartered Accountants of Pakistan (ICAP) and holding a valid license to practice in Pakistan.
- iv. **Conflict of Interest:** The Consultant shall declare that no conflict of interest exists in accordance with applicable PPRA Rules.
- v. **Tax Registration:** Pakistani Consultants must hold a valid NTN and Sales Tax Registration, where applicable.
- vi. **Litigation Disclosure:** The Consultant shall disclose all pending or past litigation, arbitration, or contractual disputes with any public or private entity within the last five years.
- vii. **Joint Ventures / Consortiums:** Consultants applying as a JV or consortium must submit a legally binding agreement clearly defining the roles, responsibilities, and share of each partner.

B. EVALUATION FRAMEWORK

One Stage – Two Envelope Procedure (in accordance with Rule 36(b) of the Public Procurement Rules, 2004) - Technical 70%: Financial 30%

DPP shall adopt the Quality and Cost Based Selection (QCBS) evaluation method for this procurement. Under this method, each Consultant shall submit its Proposal in two separate documents on EPADS, one containing the Technical Proposal and the other containing the Financial Proposal, which are submitted simultaneously as part of a single-stage procurement process.

DPP shall first open and evaluate the Technical Proposals, which carry a weightage of seventy percent (70%) of the total evaluation score. During technical evaluation, the Service Providers must clearly demonstrate their technical ability, capacity, and methodological soundness to successfully implement and complete the full scope of work, as defined in the Terms of Reference (TOR) and Schedule of Requirements.

Only those Service Providers who meet the minimum qualifying technical score shall have their Financial Proposals opened. Financial Proposals carry a weightage of thirty percent (30%) and shall remain unopened within the EPADS system until the technical evaluation phase is completed.

The final ranking of bidders shall be determined using the combined weighted score of both technical and financial evaluations, in accordance with the QCBS methodology, and the bidder achieving the highest combined score shall be declared the Most Advantageous Bidder (MAB).

C. TECHNICAL EVALUATION CRITERIA & SCORING

During the technical evaluation, Consultants must clearly demonstrate their technical ability, organizational capacity, relevant experience, and methodological soundness to successfully implement and complete the full scope of work outlined in the Terms of Reference (TOR) and Schedule of Requirements. Proposals will be evaluated strictly against the criteria and sub-criteria listed below.

| No. | Evaluation Criteria | Marks |
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| i. | State Bank of Pakistan Panel Category of Consultant – 15 Marks <ul style="list-style-type: none"> • Category A: 15 • Category B: 12 • Category C: 10 | 15 |
| ii. | Relevant Audit Experience – 20 Marks (Asses the depth of experience in audits similar in nature, complexity, and scale.) <ul style="list-style-type: none"> • 10+ years in audit including public sector projects: 20 • 5–10 years: 15 • 3–5 years: 10 • Less than 3 years: 5 | 20 |
| iii. | Financial Strength (Average Annual Turnover Pretax – Last 3 Years) – 10 Marks (Indicates financial stability and institutional capacity to undertake multi-site audits.) <ul style="list-style-type: none"> • PKR 50 Million & above: 10 • PKR 30–49 Million: 7 • PKR 10–29 Million: 5 • Less than PKR 10 Million: 2 | 10 |
| iv. | Scope & Size of Past Engagements – 15 Marks (Evaluates capacity to manage engagements similar in scope, geographic spread, and technical complexity.) <p>a) Project Size Audited – 10 Marks</p> <ul style="list-style-type: none"> • Rs. 100 Million+ projects: 10 • Rs. 50–100 Million: 7 • Rs. 10–49 Million: 5 <p>b) Nature of Engagements – 5 Marks</p> <ul style="list-style-type: none"> • Comprehensive (Design, Implementation, Finance, Compliance): 5 • Partial scope (any two areas): 3 • Limited (only finance/compliance): 2 | 15 |

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| v. | <p>Human Resources Capacity – 15 Marks (Assesses the technical competence and adequacy of staff required for 22-site performance audit.)</p> <p>a) Chartered Accountants: 5 Marks</p> <ul style="list-style-type: none"> • 5+ CAs: 5 • 3–4 CAs: 3 • 1–2 CAs: 1 <p>b) Sectoral Experts – 10 Marks</p> <ul style="list-style-type: none"> • 5+ Technical Experts (Entomologist/Plant Protection) – 10 • 3-4 Technical Experts (Entomologist/Plant Protection – 6 • 1-2 Technical Experts (Entomologist/Plant Protection - 2 | 15 |
| vi. | <p>Understanding of Assignment (Proposal-Specific) – 20 Marks (Assesses comprehension of the TOR, site realities, and expected outputs.)</p> <ul style="list-style-type: none"> • Excellent understanding, tailored methodology, clear work plan: 20 • Good but generic methodology: 15 • Basic approach only: 8 • Weak/unclear: 3 | 20 |
| vii. | <p>Past Performance & References – 5 Marks (Assesses credibility, reliability, and client satisfaction.)</p> <ul style="list-style-type: none"> • Excellent references from 3+ public sector / donor-funded audits: 5 • Satisfactory references: 3 • Limited references: 1 | 5 |
| Total Marks | | 100 |

Consultants shall prepare and submit their Technical Proposal in accordance with the evaluation criteria outlined above, ensuring that all required information, supporting documents, and evidence relevant to each technical evaluation factor are properly included to facilitate transparent and objective assessment.

Only those Consultants that obtain a minimum qualifying score of seventy percent (70%) in the Technical Evaluation shall be considered technically responsive. Firms meeting or exceeding this threshold will have their Financial Proposals opened and evaluated in accordance with the QCBS methodology, while the Financial Proposals of firms failing to meet the minimum technical score shall remain unopened within the E-PADS system, and will not be considered further in the evaluation process.

D. FINANCIAL EVALUATION SCORING METHODOLOGY

Only the Financial Proposals of Consultants, who obtain the minimum qualifying technical score of seventy percent (70%) will be opened and evaluated. The Financial Evaluation shall be carried out under the Quality & Cost Based Selection (QCBS) method, where the Financial Proposal carries a weightage of thirty percent (30%) of the overall score. The lowest evaluated financial proposal shall receive the highest financial score, and all other proposals will be scored proportionately, in accordance with the formula and procedures specified in this RFP. The Consultants shall complete the Financial Proposal Submission Form and provide price quotations for all 22 HWT plants specified in this RFP. The total aggregate price quoted for all plants shall be used for the financial evaluation of proposals.

As part of the financial assessment, DPP may also examine the reasonableness of quoted

prices to identify any abnormally low financial bids. If a bid appears significantly lower than market norms or the Procuring Agency's estimates, DPP may seek written clarification from the bidder to verify the basis of pricing. Failure to satisfactorily justify an abnormally low bid, or any price that raises concerns regarding the bidder's capacity to perform the assignment, may result in the bid being declared non-responsive in accordance with PPRA principles.

The combined weighted technical and financial scores shall determine the final ranking of firms, and the bidder achieving the highest total score shall be considered the Most Advantageous Bidder (MAB).

E. SCORING METHODOLOGY

To ensure fair comparison, financial scores shall be calculated using the following formula:

$$Sf = (F_{min} / F) \times 100$$

Where:

- F = Total quoted price of the bidder
- F_{min} = Lowest evaluated financial proposal
- Sf = Financial score out of 100

The calculated financial score will then be converted into a 30% weightage under the QCBS method:

$$\text{Financial Score (Fs)} = Sf \times 0.30$$

The final score will be calculated as:

$$\text{Final Score} = (Ts \times 0.70) + (Fs \times 0.30)$$

Where:

- Ts = Technical score out of 100
- Fs = Financial score out of 100

The Consultant with the highest combined score will be declared the Most Advantageous Bidder (MAB).

F. TIE-BREAKING

If two bidders achieve identical final QCBS scores, DPP will apply a tiered tie-breaking mechanism to determine the final ranking. Priority will first be given to the bidder with the higher technical score, reflecting the importance of technical merit in this assignment. If the technical scores are also equal, the bidder with the lower evaluated financial proposal will be ranked higher. Should tie persist after applying both criteria, DPP reserves the right to invite the tied bidders for a brief presentation, clarification session, or negotiation, following which DPP will make a final determination of the Most Advantageous Bidder.

G. DISQUALIFICATION

The following circumstances shall result in rejection of the proposal if it:

- Fails to meet the eligibility criteria.
- Scores below 70% in the Technical Evaluation.
- Contains major deviations, omissions, or reservations from the RFP requirements.
- Is deemed non-responsive under the provisions of the ITAF.
- Includes conditional, qualified, or unclear pricing.
- The financial forms are incomplete, missing, or improperly filled.
- Violates PPRA principles of fairness, transparency, economy, efficiency, or value for money.

******* End of Section V *******

SECTION V: SCOPE OF WORK, SCHEDULE & PAYMENT TERMS

A. BACKGROUND

Pakistan exports mangoes to international markets, including Iran, where Hot Water Treatment (HWT) is a mandatory Sanitary and Phytosanitary (SPS) requirement to eliminate fruit flies and other quarantine pests. The Department of Plant Protection (DPP), has registered 22 HWT plants to perform SPS-compliant treatment.

Given the criticality and sensitivity of SPS compliance for market access, DPP seeks to engage a qualified Consultant to conduct a national-level performance audit of all registered HWT plants. The audit must evaluate technical integrity, operational performance, SPS compliance, agreed MOUs, DPP SOPs, approved capacity, actual throughput for the 2025 export season, documentation accuracy, traceability, the oversight role of PSIAs and subsequent issuance of Phytosanitary Certificate.

The intention is to generate a transparent, data-driven, technically credible assessment to support regulatory decisions, strengthen DPP monitoring, and safeguard Pakistan's export credibility.

B. PURPOSE OF THE ASSIGNMENT

The purpose of the assignment is to conduct a comprehensive, multi-dimensional performance audit of all HWT plants to:

- Verify that plants were operated in compliance with SPS treatment requirements in accordance with guidelines/SOPs.
- Confirm that approved plant capacity aligns with actual operational performance during the 2025 mango export season.
- Assess the technical integrity, calibration, capability, and operational reliability of all treatment systems and sensors.
- Evaluate the accuracy and completeness of all treatment records, logs, and export documentation.
- Evaluate the performance, independence, and reliability of Pre-Shipment Inspection Agencies (PSIAs).
- Identify deficiencies, risks, and non-compliances and recommend corrective and preventive actions.

This audit must provide DPP with solid technical evidence to support regulatory decisions.

C. DETAILED SCOPE OF WORK

The Consultant shall develop a comprehensive workplan covering, at a minimum, the following major areas of assessment:

1. SPS Compliance, Treatment Protocols & Operational Practices

The performance audit shall include a holistic assessment of each plant's capability to fully meet all Sanitary and Phytosanitary (SPS) requirements governing the hot water treatment process. This entails reviewing the overall integrity and consistency of treatment operations, including whether the plant maintains the required temperature, duration, monitoring, and uniformity parameters throughout each treatment cycle. The audit shall also evaluate the adequacy and functional reliability of the plant's water heating circulation systems and sensors calibration, as well as the performance of treatment chambers in achieving the required temperature and even heat distribution.

In addition, the Consultant shall examine the implementation of approved Standard Operating Procedures (SOPs) covering fruit handling, loading, treatment operations, hygiene, sanitation, and biosecurity controls. The competence, training, and SPS awareness of operational staff will also be assessed to ensure that personnel are capable of executing treatment processes correctly and responding appropriately to deviations or emergency situations. Overall, this assessment will determine whether each plant is consistently capable of delivering SPS-compliant hot water treatment cycles in accordance with applicable national and export market requirements.

2. Approved Capacity Verification & Actual Throughput Assessment (2025 Season)

The performance audit shall assess whether each Hot Water Treatment (HWT) plant's approved processing capacity is realistic, technically justified, and fully supported by the plant's existing infrastructure and operational systems. The Consultant shall evaluate the degree to which actual operational throughput during the 2025 mango export season matched the plant's officially approved capacity, ensuring that plants neither exceeded nor operated below the thresholds authorized for export to Iran.

This assessment will examine the relationship between plant's capacity and actual processing volumes by reviewing treatment logs, cycle counts, plant workflow, and daily throughput figures. It will further evaluate key factors that influenced capacity utilization, such as equipment performance, operational downtime, staffing adequacy, supply chain constraints, or maintenance issues. The audit shall also

determine whether the plant's throughput levels had any impact on treatment quality, SPS compliance, or the accuracy and integrity of treatment documentation. Based on these findings, the Consultant shall provide an updated, evidence-based capacity assessment for each plant, enabling DPP to make informed regulatory decisions regarding continued licensing, capacity revalidation, or required corrective actions.

3. Licensing Parameters & Ongoing Compliance

The performance audit shall also examine whether each Hot Water Treatment (HWT) plant continues to meet all regulatory and licensing requirements originally prescribed by the Department of Plant Protection (DPP). The Consultant shall verify that the core licensing conditions, such as adequate infrastructure, compliant treatment chambers, calibrated temperature monitoring systems, trained and qualified staff, approved SOPs, sanitation and hygiene controls, reliable utilities, emergency arrangements, and proper recordkeeping practices, are still fully in place and functioning as required.

This review will also identify any changes in equipment, processes, or plant setup that may have occurred since the facility was first licensed and assess whether such changes affect its ability to maintain compliance. The objective is to confirm that each plant retains the technical and operational prerequisites necessary to remain approved by DPP and to highlight any gaps that require corrective action.

4. Summary

Consultants shall design their own detailed methodologies, tools, and workplans to address all three major audit domains above. The consultant will first initiate the audit of HWT plants located in Sindh and will subsequently proceed with the audit of HWT plants in Punjab. The scope requires a comprehensive, end-to-end performance audit that evaluates SPS compliance, operational capacity, technical integrity, and the authenticity of treatment documentation — without prescribing the exact methods, so firms can apply their own professional audit standards.

D. LOCATIONS OF HWT PLANTS

A total of 22 Hot Water Treatment (HWT) plants will be covered under this performance audit. The general distribution of these plants across the provinces is provided solely to help bidders understand the scope of work and prepare their financial proposals. Detailed site information, including full addresses and plant-specific particulars, will be shared only with the successful Consultant upon contract award. This approach ensures confidentiality while still enabling bidders

to develop realistic technical and financial proposals based on the expected geographic spread and number of facilities.

| No. | HWT PLANT LOCATIONS |
|------------|--|
| 1 | Tando Allah Yar, Sindh |
| 2 | Near Baqai Medical University, Karachi, Sindh |
| 3 | Super Highway, Karachi, Sindh |
| 4 | Tando Muhammad Khan, Sindh |
| 5 | Keeria Shakh, Tando Allahyar, Sindh |
| 6 | GADAP, Town Karachi, Sindh |
| 7 | New Sabzi Mandi, Karachi, Sindh |
| 8 | Near Super Highway Karachi, Sindh |
| 9 | Near Memon Goth, Malir Karachi, Sindh |
| 10 | Kabirwala, Khanewal, Punjab |
| 11 | Near Suparco, Karachi, Sindh |
| 12 | Main Super High Way, Karachi, Sindh |
| 13 | Agro Export Processing Zone, Karachi, Sindh |
| 14 | Lahore, Punjab |
| 15 | Hazar Ganji, Quetta, Baluchistan |
| 16 | Super Highway Karachi, Sindh |
| 17 | Khanewal Road, Multan, Punjab |
| 18 | New Sabzi Mandi, Karachi, Sindh |
| 19 | Bosan Road, Multan, Punjab |
| 20 | Khera Chowk, Southeren Bypass, Multan, Punjab |
| 21 | Near New Sabzi Mandi, Karachi, Sindh |
| 22 | Near Iqbalabad, Interchange Rahim Yar Khan, Punjab |

E. DELIVERABLES

1. Inception Phase Deliverables

At the start of the assignment, the Consultant shall submit an Inception Report outlining the detailed audit methodology, tools and instruments to be used, the proposed schedule of activities, the deployment plan for field teams, and the

preliminary identification of risks that may affect the execution of the performance audit. This report will serve as the foundation for undertaking the assignment in alignment with DPP requirements.

2. Plant-Level Reporting Deliverables

Following completion of the field assessments, the Consultant shall prepare Plant-Specific Audit Reports for each of the twenty-two Hot Water Treatment (HWT) plants. These reports shall present, at a minimum, the SPS compliance status of each facility, verification of approved versus actual capacity during the 2025 mango export season, an evaluation of technical infrastructure and equipment, a review of documentation and traceability systems, an assessment of PSIA oversight, and recommended corrective actions supported by a risk classification.

3. Corrective Action and Reform Deliverables

The assignment shall conclude with the submission of a Corrective Action and Reform Framework, outlining plant-specific remedial measures and broader institutional improvements required by the Department of Plant Protection (DPP). The framework shall also include monitoring indicators designed to support ongoing compliance, enhanced oversight, and long-term improvement of HWT plant operations and regulatory performance.

4. Language and Reporting Format

All communication, documentation, and reports produced under this contract shall be prepared and submitted in clear, professional, and technically accurate English. The Consultant shall ensure that all written outputs including the Inception Report, Plant-Specific Audit Reports, Corrective Action and Reform Framework, and any supplementary materials.

Reports must be submitted in both editable electronic format (MS Word and Excel where applicable) and finalized PDF format. All tables, charts, data analyses, photographs, diagrams, and annexes shall be clearly labeled, referenced, and organized to facilitate ease of review and verification. The Consultant is responsible for ensuring that all information contained in the reports is complete, accurate, evidence-based, and supported by appropriate documentation collected during the audit.

Where required, the Consultant shall also deliver summary presentations in PowerPoint format to support briefings or validation sessions with DPP. The overall reporting style must adhere to professional audit and compliance standards, maintaining clarity, transparency, and traceability of findings.

F. EFFECTIVE DATE & PERIOD OF PERFORMANCE

The total period of performance for executing this contract shall be fifty (50) calendar days, commencing from the Effective Date, defined as the date on which DPP issues the Notice to Proceed (NTP) to the selected Consultant. The Service Provider shall submit a detailed Work Plan within five (5) of contract award and signing. DPP/DPP will review the Work Plan and issue the NTP upon approval. The 50-day performance period and all milestones, audit phases, and submission deadlines shall be calculated strictly from the NTP date. All phases of the assignment, including inception planning, field audits, capacity verification, data analysis, draft reporting, and final deliverables, must be completed within this 45-day period as defined in Section G.

G. DELIVERY TIMELINES & SCHEDULE (50 DAYS)

1. Phase 1- Initial Phase (Days 1–4):

During this initial phase, the Consultant shall undertake all preparatory activities required to effectively launch the assignment. This includes holding a formal kickoff meeting with DPP to confirm expectations, clarify the scope, and validate the audit approach. The Service Provider shall review all available background documentation, refine its understanding of plant locations and audit logistics, and finalize the detailed methodology, audit tools, sampling strategy, and fieldwork plan. A comprehensive Inception Report shall be prepared and submitted, outlining the proposed workplan, schedule, team deployment arrangements, communication protocols, and any anticipated risks or constraints. This phase ensures that the audit begins with a shared understanding of objectives, deliverables, and timelines, enabling smooth and coordinated execution of subsequent field activities.

2. Phase 2 (Days 5–30): Field Audits at All 22 Plants

During this phase, the Consultant shall carry out comprehensive on-site performance audits at all twenty-two Hot Water Treatment (HWT) plants. Fieldwork will include physical inspections of treatment chambers, heating and circulation systems, monitoring devices, calibration records, safety mechanisms, and overall plant infrastructure. The Consultant shall review operational practices, observe treatment cycles where feasible, interview plant management and operational staff, and verify the implementation of Standard Operating Procedures (SOPs) related to SPS compliance, fruit handling, sanitation, and biosecurity. Detailed examination of treatment records, throughput logs from the 2025 mango export season, traceability documentation, and PSIA verification reports shall be

conducted to assess accuracy, integrity, and compliance. Each site visit should conclude with preliminary observations, documentation of key findings, and identification of potential risks or non-compliances. This phase constitutes the core of the assignment and provides the evidence base for plant-specific reporting and corrective action recommendations.

3. Phase 3 (Days 31–40): Analysis & Draft Reporting

In this phase, the Consultant shall consolidate, analyze, and interpret all data and observations gathered during the field audits. This includes reviewing SPS compliance findings, evaluating capacity and throughput performance, assessing technical infrastructure and equipment reliability, and examining documentation integrity and PSIA oversight. The Consultant shall synthesize plant-level evidence, validate any discrepancies, cross-check supporting records, and apply its professional judgment to classify risks and identify systemic patterns. Based on this analysis, draft Plant-Specific Audit Reports shall be prepared for all twenty-two HWT plants, incorporating preliminary conclusions, compliance assessments, capacity verification results, technical observations, traceability findings, and recommended corrective actions. The draft reports shall be submitted to DPP for initial review and feedback. This phase ensures that all findings are thoroughly examined, accurately represented, and clearly documented prior to finalization in the next stage.

4. Phase 4 (Days 41–50):

During the final phase, the Consultant shall refine and finalize all Plant-Specific Audit Reports and the overall Corrective Action and Reform Framework based on feedback received from DPP. This includes addressing comments, clarifying observations, updating analyses where necessary, and ensuring that all findings, conclusions, and recommendations are presented clearly, accurately, and in a manner that supports evidence-based regulatory decision-making. The Consultant shall ensure that the final reports comprehensively capture plant-level performance, compliance status, capacity verification results, documentation integrity, and required corrective actions. A formal presentation of key findings and recommendations shall be delivered to DPP, highlighting major risks, systemic issues, and priority interventions. The Consultant shall also hand over all supporting documentation, data sets, field records, and audit tools used during the assignment. This final phase ensures that DPP receives complete, validated, and actionable outputs to guide oversight and compliance improvements across all HWT plants.

H. TECHNICAL POINT OF CONTACT

Details of the designated Technical Point of Contact (POC) from DPP will be provided at the time of contract award. The assigned POC will serve as the primary liaison for coordination, communication, and technical guidance throughout the execution of the performance audit.

I. PAYMENT TERMS & CONDITIONS

1. Payment Structure

Payments under this contract shall be made strictly on a deliverable-based and acceptance-driven basis. No payment shall be due until DPP has formally reviewed and accepted the required deliverables. The total approved contract value shall be disbursed in installments tied to the acceptance of final audit reports for each HWT plant, as follows:

a) Milestone-Based Payments (90%)

DPP shall release ninety percent (90%) of the total Contract Price on a rolling basis, proportionate to the number of plant-specific audit reports that have been:

1. Fully completed in accordance with the SOW,
2. Submitted to DPP, and
3. Formally reviewed and accepted in writing by DPP.

This 90% payment will be processed per plant report as it is accepted. The same process shall continue until all 22 plant-specific audit reports have been completed, submitted, and accepted.

b) Final Payment (10%)

The remaining ten percent (10%) of the Contract Price shall be released only after:

1. All 22 plant-specific audit reports have been completed, submitted, and formally accepted by DPP; and
2. The Consolidated Corrective Action and Reform Framework has been submitted and accepted; and
3. The Consultant has submitted all required supporting documentation, data sets, evidence, tools, and materials collected during the audit.

This final instalment ensures completeness, consistency, and proper closure of the entire assignment.

2. Conditions for Release of Each Payment

Before releasing any installment, DPP must confirm that:

- a. The final plant-specific audit reports (not drafts) for the applicable number of sites have been submitted.

- b. Reports meet required quality standards and reflect the complete scope, including SPS compliance assessment, capacity verification, equipment review, traceability analysis, PSIA evaluation, and corrective actions.
- c. Deliverables are submitted in the required formats (Word, PDF, Excel, photos, etc.).
- d. Any comments or clarifications requested by DPP have been satisfactorily addressed.
- e. A valid invoice corresponding to the accepted deliverables has been submitted.

DPP reserves the right to withhold payment for incomplete, inaccurate, or unsatisfactory deliverables.

3. Taxation and Statutory Deductions

All payments shall be subject to applicable government taxes, duties, and statutory deductions in accordance with the laws of Pakistan. Withholding and sales tax deductions shall apply as appropriate.

The Consultant must maintain valid tax registration throughout the contract.

4. Advance Payment

No advance payment shall be made under this contract.

5. Payment Currency

Payments shall be made exclusively in Pakistani Rupees (PKR).

6. Penalties, Delayed Deliverables, or Non-Performance

DPP reserves the right to:

- Withhold payment for deliverables do not meet the required standards.
- Suspend payment in case of delays or non-compliance with contractual timelines.
- Reject deliverables that do not satisfy the contract requirements, with no payment obligation for rejected work.
- Apply contractual remedies where performance deficiencies are identified.

7. Final Payment Conditions

The final payment or retention amount shall be released only after:

- Acceptance of all 22 final plant-specific reports.
- Acceptance of the Corrective Action and Reform Framework.

- Submission of all raw data, logs, photos, and supporting documentation.
- Confirmation that the consultant has fulfilled all contractual obligations.

J. CONFIDENTIALITY & OWNERSHIP

All data collected, produced, or acquired during this assignment shall remain the sole property of DPP. The Consultant shall maintain strict confidentiality and shall not disclose any information without written authorization.

******* End of Section V *******

SECTION VI: GENERAL CONTRACT CONDITIONS

PART I – GENERAL PROVISIONS

1. Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them, and these definitions shall apply throughout the Contract, its appendices, annexures, schedules, amendments, and all correspondences arising under it:

1.1 General Contractual Definitions:

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
 - (c) any Ministry, Division, Department or any Office of the Federal Government;
 - (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- (e) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.
- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the

members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

- (q) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Section V.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Section V 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 Procuring Agency may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

10.2. The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communication between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

PART B - COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

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

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. 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.

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

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

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

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

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 If the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately

upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

PART C - OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other

assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in Section V, in the form, in the numbers and within the time periods set forth in the said Section.

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

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract

without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Consultant will utilize the equipment, vehicles and any other materials at their own.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

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

PART D - CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts (if applicable)

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in RFP.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in RFP may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in RFP, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

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

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc. (if applicable)

35.1. Working hours and holidays for Experts are set forth in RFP. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or

finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in RFP.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in RFP, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

PART E - OBLIGATIONS OF THE PROCURING AGENCY

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Section V) at the times and in the manner specified in said section.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Section V, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Section V.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Section V, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform

adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

PART F - PAYMENTS TO THE CONSULTANT

42. Ceiling Amount

42.1. An estimate of the cost of the Services is set forth in Section V.

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Section V.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Section V, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. Mode of Billing and Payment

- 46.1. Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
 - (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
 - (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
 - (d) The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by

the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Procuring Agency had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

PART G - FAIRNESS AND GOOD FAITH

48. Good Faith

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

PART H - SETTLEMENT OF DISPUTES

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.

******* End of Section VII *******

Section VII. SPECIAL CONDITIONS OF CONTRACT
(SCC)

SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(b) and 3.1 | The Contract shall be construed in accordance with the law of Pakistan. |
| 4.1 | The language is: English. |
| 6.1 and 6.2 | <p>The addresses are:</p> <p>Procuring Agency : Department of Plant Protection _____</p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Procuring Agency: <i>[name, title]</i> _____</p> <p>For _____ the _____ Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | <p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p>The effectiveness conditions are the following: <i>[insert “N/A”]</i></p> |

| | |
|-------|--|
| | <i>or list the conditions]</i> |
| 12.1 | <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p> |
| 13.1 | <p>Commencement of Services:</p> <p>The number of days shall be 50 days <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be 60 days from the signing of the contract. The contract may be extended with mutual agreement of both parties.</p> |
| 21 b. | <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p> |
| 23.1 | <p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency’s property, shall not be liable to the Procuring Agency:</p> |

| | |
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| | <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Procuring Agency’s country, or insert “applicable law in the Procuring Agency’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency’s country].</p> <p><i>[[Notes to the Procuring Agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Procuring Agency to what was included in the issued RFP.</i></p> |
| <p>24.1</p> | <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Agency’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Procuring Agency’s country”];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Procuring Agency’s country”];</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the</p> |

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| | <p>Procuring Agency’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |
| <p>27.1</p> | <p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p> |
| <p>27.2</p> | <p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 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, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.]</i></p> <p>OR</p> <p><i>[The Procuring Agency shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p>OR</p> <p><i>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p> |
| <p>29. Code of Conduct</p> | <p>The Consultant is “required” / “not required” <i>[select option as applicable]</i> to have a Code of Conduct for Experts as per the policy of the Authority.</p> |
| <p>33. Removal of Experts or Sub-consultants</p> | <p><i>[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]</i></p> |

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| <p>36.1 (a) through (f)</p> | <p><i>[List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]</i></p> |
| <p>36.1(f)</p> | <p><i>[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 36.1(f).]</i></p> |
| <p>42.2</p> | <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring Agency <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p> |
| <p>44.1 and 44.2</p> | <p>The Procuring Agency warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following:</i></p> <p>“the Consultant, the Sub-consultants and the Experts shall be exempt from”</p> <p>OR</p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Agency shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the Procuring Agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Agency shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Agency’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring Agency’s country), in connection with the carrying out of the Services;</p> |

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| | <p>(b) any equipment, materials and supplies brought into the Procuring Agency’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;</p> <p>(d) any property brought into the Procuring Agency’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Procuring Agency’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Agency’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring Agency’s country in importing property into the Procuring Agency’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Agency’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Procuring Agency’s country, or (b) shall reimburse them to the Procuring Agency if they were paid by the Procuring Agency at the time the property in question was brought into the Procuring Agency’s country.</p> |
| 45.1 | The currency of payment shall be PKR. |
| 46.1(a) | No advance payment shall be made |
| 46.1(b) | <p><i>[Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Procuring Agency itemized statements at time intervals of _____</p> |

| | |
|----------------|--|
| | <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc.]</i> |
| 46.1(e) | The accounts are: for local currency: <i>[insert account]</i> . |
| 47.1 | The interest rate is: <i>[insert rate]</i> . |
| 49. | <p><i>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]</i></p> <p>Dispute Resolution</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. |

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| | <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.</p> <p>Arbitrator’s fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.</p> <p>Rules of procedure for arbitration proceedings: Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p> <p>Place of Arbitration and Award: The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.</p> |
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***** End of Section VII *****

Section VIII. CONTRACT & PROPOSAL FORMS

ANNEXURE A: TECHNICAL PROPOSAL FORM

Section A - Technical Proposal Cover Form (Mandatory)

Instructions: Consultants must use the following form (to be printed on the firm's letterhead) as cover notes for their technical proposals.

Date: _____

RFP No.: DPP/PROC/2026-DPP/01

To: Plant Protection Advisor & Director General

Department of Plant Protection (DPP) HQ,

1st Floor Malir Halt, Karachi, Pakistan.

Subject: Submission of Technical Proposal

We, the undersigned, hereby submit our Technical Proposal in response to your Request for Proposal referenced above. We confirm that we have examined the RFP, Instructions, Evaluation Criteria, Scope of Work, Payment Terms, General & Special Contract Conditions and all associated documents.

We further declare the following:

1. Accuracy of Information

We certify that the information, data, and representations contained in this Technical Proposal are true, correct, and complete to the best of our knowledge. We understand that any material misrepresentation may lead to rejection of our Proposal or termination of contract.

2. No Conflict of Interest

We confirm that, based on our best knowledge and belief, we are not in a situation of actual, potential, or perceived conflict of interest. Should any conflict arise during the proposal or contract period, we shall immediately disclose it to DPP in writing.

3. Commitment to Proposed Staff & Methodology

If negotiations are held within the proposal validity period, we undertake to negotiate based on the personnel, methodology, work plan, and approach submitted in this Technical Proposal.

4. Acceptance of Terms

Our Proposal is binding upon us and is subject to modifications only through mutual negotiations prior to contract award.

5. Commencement of Services

If our Proposal is accepted, we undertake to commence the Services within the timelines prescribed in the RFP and TOR, or as otherwise agreed with DPP.

6. Right of the Client

We fully understand that DPP is not bound to accept any Proposal submitted and may reject any or all proposals without assigning any reason, in accordance with PPRA Rules.

Authorized Signatory

Name: _____

Designation: _____

Firm Name: _____

Address: _____

Email: _____

Phone: _____

Signature & Stamp: _____

Section B — Required Technical Proposal Content (Mandatory)

Consultants must submit their Technical Proposal in the following structured format, with each section clearly numbered and all supporting documents attached.

TECHNICAL PROPOSAL FORMAT ALIGNED TO EVALUATION CRITERIA **(100 Marks)**

Below is the structure firms must follow when preparing and attaching technical documents.

1. Legal Status & Standing (15 Marks)

Provide the following:

- Certificate of Incorporation / Registration
- ICAP Firm Registration Certificate
- SBP category Certification
- Proof of affiliation with international network (if applicable)
- Tax Registration (NTN / STRN)
- Organizational profile

2. Relevant Audit Experience (20 Marks)

Provide documentary evidence:

- Firm profile showing years in audit practice
- List of relevant audits (public sector, donor-funded, operational audits, compliance audits)
- Contract awards / Work Orders / Completion Certificates
- Evidence must align with scoring brackets (10+ years, 5–10, 3–5, etc.)

3. Financial Strength – Average Annual Turnover (10 Marks)

Submit:

- Audited financial statements for last three (3) years
- ICAP/SECP attestation or independent auditor's certification of turnover

4. Scope & Size of Past Engagements (15 Marks)

1. Project Size Audited (10 Marks)

Attach evidence (contracts / completion certificates) showing project sizes:

- Rs. 100 Million+
- Rs. 50–100 Million
- Rs. 10–49 Million

2. Nature of Engagements (5 Marks)

Provide evidence of:

- Comprehensive audits (Design, Implementation, Finance, Compliance)
- Partial-scope audits

- Finance/compliance-only audits

5. Human Resources Capacity (15 Marks)

Submit:

a. Chartered Accountants (5 Marks)

- List of CAs on payroll
- ICAP membership numbers and CVs
- Employment letters or HR certification

b. Sectoral Experts – Entomologist/Plant Protection (10 Marks)

Submit CVs and proof of availability

6. Understanding of Assignment (20 Marks)

Submit a detailed write-up covering:

- Understanding of TOR/SOW
- Proposed methodology specific to Pakistan’s HWT plants
- Detailed work plan & site schedule
- Risk assessment & mitigation plan
- Tools, checklists, QA procedures

This section is proposal-specific and evaluates depth of understanding.

7. Past Performance & References (5 Marks)

Provide:

- At least three (3) reference letters from public sector / donor-funded audits
- Contact details of previous clients
- Performance certificates where available

FINAL NOTE TO BIDDERS

- *All sections must be properly indexed, signed, and stamped.*
- *Any missing document may affect scoring, as evaluation follows the exact marking scheme.*
- *The Technical Proposal must not include any financial information.*

ANNEXURE B: FINANCIAL PROPOSAL SUBMISSION FORM

(To be printed on the Consultant's Letterhead)

Date: _____
RFP No.: DPP/PROC/2026-DPP/01

To: Plant Protection Advisor & Director General
The Department of Plant Protection (DPP), HQ,
1st Floor, Malir Halt Karachi, Pakistan

Subject: Submission of Financial Proposal for [Insert Assignment Title]

Dear DPP,

In response to your Request for Proposal dated [Insert Date], we hereby submit our Financial Proposal for the assignment titled:

“[Insert Title of Assignment]”

This Financial Proposal has been prepared in accordance with the requirements, instructions, and conditions specified in the RFP and is submitted separately from our Technical Proposal.

We confirm the following:

1. All prices must be quoted in Pakistani Rupees (PKR).
2. All quoted prices are inclusive of all applicable costs, including but not limited to travel, logistics, fieldwork, data collection, analysis, report preparation, overheads, taxes, and all incidentals required for satisfactory completion of the Services.
3. DPP will not be liable to pay any amount over and above the rates quoted herein.
4. We understand that:
 - DPP reserves the right to negotiate the submitted prices with technically qualified consultants in accordance with QCBS and PPRA Rules.
 - DPP is not bound to accept the lowest financial proposal or any proposal submitted.

This proposal remains valid for the period specified in the RFP.

Yours sincerely,

Name of Authorized Signatory: _____
Designation: _____
Name of Consultant: _____

Address: _____
Email: _____
Phone: _____
Signature & Official Stamp: _____

FORM FIN-1: FINANCIAL PROPOSAL TABLE (All Rates in PKR)

Consultants must quote a fixed rate per site, inclusive of all costs.

| No. | HWT PLANT LOCATIONS | Quoted Audit Cost (PKR) |
|------------|--|--------------------------------|
| 1 | Tando Allah Yar, Sindh | |
| 2 | Near Baqai Medical University, Karachi, Sindh | |
| 3 | Super Highway, Karachi, Sindh | |
| 4 | Tando Muhammad Khan, Sindh | |
| 5 | Keeria Shakh, Tando Allahyar, Sindh | |
| 6 | GADAP, Town Karachi, Sindh | |
| 7 | New Sabzi Mandi, Karachi, Sindh | |
| 8 | Near Super Highway Karachi, Sindh | |
| 9 | Near Memon Goth, Malir Karachi, Sindh | |
| 10 | Kabirwala, Khanewal, Punjab | |
| 11 | Near Suparco, Karachi, Sindh | |
| 12 | Main Super High Way, Karachi, Sindh | |
| 13 | Agro Export Processing Zone, Karachi, Sindh | |
| 14 | Lahore, Punjab | |
| 15 | Hazar Ganji, Quetta, Baluchistan | |
| 16 | Super Highway Karachi, Sindh | |
| 17 | Khanewal Road, Multan, Sindh | |
| 18 | New Sabzi Mandi, Karachi, Sindh | |
| 19 | Bosan Road, Multan, Punjab | |
| 20 | Khera Chowk, Southeren Bypass, Multan, Punjab | |
| 21 | Near New Sabzi Mandi, Karachi, Sindh | |
| 22 | Near Iqbalabad, Interchange Rahim Yar Khan, Punjab | |

Total Financial Proposal (PKR): PKR _____ **(Sum of all 22 sites)**

Note: All quoted prices shall be inclusive of all applicable federal and provincial taxes, duties, and levies, and no additional charges on account of such taxes or duties shall be payable by the Procuring Agency.

ANNEXURE C: CONTRACT FORM

(to be printed on Legal Stamp Paper of Rs. 1000)

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 20____ between _____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall collectively constitute the Contract and shall be read and interpreted as an integrated whole. In the event of any inconsistency, ambiguity, or conflict among the Contract documents, the order of precedence shall be as follows:
 - a. The signed Contract Agreement
 - b. Special Conditions of Contract (SCC)
 - c. General Conditions of Contract (GCC)
 - d. Terms of Reference / Scope of Work (TOR/SOW)
 - e. The Accepted Financial Proposal (including any negotiated adjustments)
 - f. The Accepted Technical Proposal, excluding any proprietary methodologies or internal processes not expressly incorporated into the Contract
 - g. Any amendments, addenda, clarifications, or appendices issued after signing and expressly made part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor Signature of Employer

_____ _____
(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

_____ _____
(Name, Title and Address) (Name, Title and Address)

ANNEXURE D: PERFORMANCE BOND

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To, [name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier)

_____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF _____" procurement of the following:

1. [Please insert details]. (Here in after called "the Contract"). AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

2. AND WHEREAS we have agreed to give the Contractor a Guarantee; THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

3. This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

ANNEXURE E: AFFIDAVIT (INTEGRITY PACT)

*[To be printed on PKR 1000 Stamp Paper, duly attested by oath commissioner.
To be attached with Technical Bid]*

Name: _____ (Applicant)

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

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

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

The undersigned further affirms on behalf of the firm that:

- i. The firm is not currently blacklisted by the Procuring agency.
- ii. The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- iii. Affidavit for correctness of information.

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

Signed by an Authorized Officer:

Name of the Officer:

Title of Officer: _____

Name of Company: _____

Date: _____

ANNEXURE F: BID SECURITY FORM

*[To be signed & stamped by the Bidder and reproduced on the bank letter head.
To be attached with Financial Bid]*

Whereas [name of the Consultant] (hereinafter called “the Bidder”) has submitted its Bid dated [date of submission of Bid] for the supply of [name and/or description of the goods/services] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Department of Plant Protection (hereinafter called “the Procuring Agency”) in the sum of (5% of the financial proposal – insert value) for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature/Stamp of the bank]

******* End of Section VIII *******
******* End of RFP No. DPP/PROC/2025-DPP/01 *******