

REQUEST FOR PROPOSAL (RFP)

**HIRING OF CONSULTING FIRM FOR CONDUCTING
TEACHING LICENSE TEST**

FOR THE OFFICE OF

SINDH TEACHER EDUCATION DEVELOPMENT AUTHORITY

(STEDA)

SCHOOL EDUCATION & LITERACY DEPARTMENT

GOVERNMENT OF SINDH, KARACHI



NO.SELD/ STEDA/NIT (TEACHING LICENSE)/2023
GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT
SINDH TEACHER EDUCATION
DEVELOPMENT AUTHORITY (STEDA)
Karachi dated: 24-07-2023



BIDDING DOCUMENT
SINDH TEACHER EDUCATION DEVELOPMENT AUTHORITY (STEDA)

INTRODUCTION

One of the ways of raising teacher quality and thereby improving teaching in classrooms is through the effective system of teaching licensure. This has the potential to enhance the professionalism of teachers by creating a minimum benchmark for hiring teachers which in turn makes teaching a more attractive profession for teacher aspirants. The Government of Sindh has been continuously trying to improve the quality of teachers and hence, it engaged academics, private, non-governmental organizations and other stakeholders to introduce teaching license in Sind. After a multi-year policy development effort by all partners, this policy was approved by the Sindh Cabinet on 2nd June, 2023 and is available for reading at: <http://www.sindheducation.gov.pk/Contents/Notifications/81911%20Notification%20to%20notified%20the%20Teaching%20Licence%20Policy%20of%20School%20Education%20and%20Literacy%20Department%20Govt%20of%20Sindh.PDF>.

As per the policy, the teaching license test will be developed and administered by a Third Party, which will be appointed by the STEDA after competitive process. This RFP is intended to solicit proposals from interested firms for the design and administration of this license test. In the first phase, only the test for the Teaching License (Elementary) will be rolled out and the scope of this RFP is limited to the same.

SCOPE OF WORK

The Third Party will develop and administer the Teaching License Test as per the following specifications:

The test will be aligned with:

- I. [National Professional Standards for Teachers](#) (available at NACTE)
- II. [Current Teacher Education Curriculum](#) (available at HEC)
- III. [Curriculum of Class 1 to 8](#) (available at DCAR)
30% of the test should be based on content knowledge.
20% on psychometric assessment and the remaining
50% on pedagogical content knowledge.

I.

Methodology

As part of their Bid, all firms will be required to provide the following details on their Methodology:

- A. **Test Development:** Clearly define the process for developing the teaching license test. This should include details on who will generate test items/questions, conduct item reviews and other such QA mechanisms. The Third Party will be required to submit a model test paper (in English) based on the above-mentioned curricula. The model paper should be accompanied by a Table of Specifications (detailing the learning objectives/ standards that are to be assessed, the item type for each, difficulty/ cognitive level of each item and the associated weightage). The model paper should also include an answer/ scoring key.
- Once the project has been awarded, STEDA will provide a Table of Specifications to the firm, indicating specific topics to be assessed as well as their weightages, and the final license test will be developed by the firm in alignment with these specifications.
- B. **Test Administration:** Describe how the test will be administered to candidates. This should include details on candidates' registration, test delivery methods, test centers, scheduling procedures, protocols for test-taker identification, candidate verification and any other information for smooth administration of the test.
- C. **Scoring and Analysis:** Specify how the test will be graded and the process for analyzing the results.
- D. **Reporting:** Detail the types of reports and mechanism of report that the firm will provide. This should include individual score reports for candidates, summary reports for policymakers, and any additional analysis or data visualizations to support decision-making.
- E. **Quality Assurance & Security:** Describe the quality control measures the firm will implement to ensure the accuracy, fairness, and reliability of the test. Provide details on the security protocols required to protect the integrity of the test content, prevent cheating, and maintain confidentiality.
- F. **Grievances Resolution:** Share the mechanism and protocols that will be followed in case any grievance from the candidate arises.
- G. **Work Plan/ Project Stages and Timeline:** Clearly outline the different stages of the project, from initial planning to final implementation. Provide a detailed timeline with milestones and deadlines for each stage. This will help ensure that the project stays on track and meets its completion date.

ELIGIBILITY CRITERIA:

The Eligibility Criteria for the firm is as under:

1. All bidders should be duly incorporated and based in Pakistan, governed by rules, laws and statutes of Government of Pakistan and Government of Sindh and registered with Income Tax, Sales Tax Department and Sindh Revenue Board, in accordance with Rule-29 of SPPRA Rules-2010 (Amended up to date)
2. The Firm must be free from all encumbrances / claims and legal disputes etc. A firm blacklisted by the procuring agency or any other government agency as per conditions of Rule-35 of SPPRA Rules shall not be entitled to participate.
3. The Procuring Agency shall disqualify all or any of the firm on all or any of the reasons and grounds as mentioned and specified under Rule-30 of the SPPRA Rules-2010 (Amended up to date).

4. Interested bidders must be accredited or registered with National Accreditation Council of Teacher Education (NACTE).
5. The Third Party should have demonstrated experience in the field of teacher education of more than 5 years. CVs of all Project Leads/ Teacher Education Experts/ Assessment Experts etc. should be attached with the firm's Bid.
6. The Third Party should have demonstrated experience in the field of large-scale test administration of at least 5 years.
7. Consortium of partners (having one lead bidder), demonstrating various skill sets appropriate for the conduct of Teaching License test, can also apply.

TECHNICAL EVALUATION CRITERIA

The Firm Selection Committee shall evaluate the bids/proposals using the following criteria:

| No. | Criteria | Marks |
|------------|------------------------|-------------------|
| 1 | Financial Soundness | 10 Marks |
| 2 | Experience of the Firm | 25 Marks |
| 3 | Methodology | 30 Marks |
| 4 | Key Professional Staff | 25 Marks |
| 5 | Model Test Paper | 10 Marks |
| | TOTAL | 100 points |

| S.No. | Evaluation Parameters / Indicators | Marking Trend | Maximum Marks |
|--------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1a. | Annual Turnover of last 05years | 01 mark will be given for each year, over the last five (05) years, where the average annual turnover is equal to or above PKR 50 million. Proper documentary evidence/bank statement must be submitted as evidence. | 5 |
| 1b. | Audited Financial Statement of last 05 years | 01 mark will be added for each financial year, over the last five (05) years. Proper Audited Statement Reports must be submitted as evidence. | 5 |
| 2a. | Experience of the firm/ consortium in teacher education | 3 marks will be added for each year working experience in the field of teacher education for the last five years. | 15 |
| 2b. | Experience of the firm/ consortium in test administration | 02 marks will be added for each year working experience in large scale test administration for the last five (05) years. | 10 |
| | | Each component of the methodology as mentioned in the scope of work will be assessed for its appropriateness. The allocated marks for each of the sub-component will be as follows: | |
| 03. | Methodology | A. Test Development – 05 marks B. Test Administration – 05 marks | 30 |

| | | | |
|-----|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | | C. Scoring and Analysis – 03 marks | |
| | | D. Reporting – 05 marks | |
| | | E. Quality Assurance & Security – 05 marks | |
| | | F. Grievances Resolution – 03 marks | |
| | | G. Work Plan / Timeline – 04 marks | |
| | | Marks for each of the component will be assigned based on the quality of that component in addressing the criteria as described in the scope of work. | |
| 04. | Key Professional Staff | 05 marks will be given for each of the following experts: 1. Project Director, with relevant project management experience of at least 5 years (7 marks) 2. 2 Teacher Education Experts, with relevant teaching/ training experience of at least 5 years (12 marks) 3. Assessment Expert, with relevant assessment development experience of at least 5 years (6 marks) | 25 |
| 05. | Model Test Paper | Each component of the Model Teaching License Test will have following allocated marks for each of its component: I) Content Knowledge – 03 marks II) Psychometric Assessment – 02 marks III) Pedagogical content knowledge - 5 marks | 10 |
| | | TOTAL MARKS | 100 |

Note:

1. Acquiring sixty **60%** marks (on the information given by the bidder) will make a bidder qualify for the agreement. The list based on the acquired marks will be prepared by the evaluation committee in the order from the highest to the lowest.
2. Attachment of relevant evidence in each of the above requisite is mandatory. In case of non-provision of evidence to any of the demand, no marks will be awarded.
3. The committee can ask for any missing evidence to assist in the final decision.

BID DATA SHEET

| | | |
|-----------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Name of Tender | Hiring of Firm (3 rd party) for conducting Teaching License Test . |
| 2 | Contact Person and Address of the Authority | Executive Director, Sindh Teacher Education Development Authority (STEDA), Government Elementary College of Education, Lyari near Civil Hospital Mission road, Karachi . Phone # 021-99332718-19-21. |
| 4 | Address for Submission of Bid | Executive Director, Sindh Teacher Education Development Authority (STEDA), Government Elementary College of Education, Lyari near civil hospital mission road, Karachi |
| 5 | Number of Copies of Bid | One (1) original along with 2 photocopies. |
| 6 | Availability of Tender Document - Request for Proposal | From _____ to _____ @ 12.00 noon, from the office of Executive Director, Sindh Teacher Education Development Authority (STEDA), Government Elementary College of Education, Lyari near civil hospital mission road, Karachi, Pakistan or can be downloaded from: www.pprasindh.gov.pk |
| 7 | Bid Submission Deadline | 09.08.2023 1.00 pm |
| 8 | Bid Opening Date | 09.08.2023 1.30 pm |
| 9 | Place of Bid Opening | Office of the Executive Director, Sindh Teacher Education Development Authority (STEDA), Government Elementary College of Education, Lyari near civil hospital mission road, Karachi |
| 10 | Bidding Process | Single Stage – Two Envelope Procedure |
| 11 | Bid Security | 2% of the bid price (refundable), in the form of Pay Order / Demand Draft in favor of Executive Director, STEDA, SELD |
| 12 | Bid Validity | 90 calendar days from Bid Submission Deadline |
| 14 | Cost of Bidding Documents | Rs. 3000/- |

1. INSTRUCTION TO BIDDERS

1.1. CORRESPONDENCE ADDRESS

Executive Director, Sindh Teacher Education Development Authority (STEDA),
Government Elementary College of Education, Lyari near Civil Hospital Mission road,
Karachi, School Education & Literacy Department, Government of Sindh, Karachi,

1.2. PREPARATION OF BIDS

1.2.1. BIDDING PROCESS

- (a) Notice Inviting Tenders and bidding documents of this method shall contain the following eligibility criteria for evaluation of Technical Proposals:
- i) Annual Turn-over of last five years;
 - ii) Audited Financial Statements of last five years;
 - iii) Experience of the firm / consortium in teachers' education
 - iv) Experience of the firm / consortium in Test Administration
 - v) Methodology
 - vi) Key Professional Staff
 - vii) Model Test papers
 - viii) Any other factor deemed to be relevant by the procuring agency subject to provision of Rule 43.
- (b) Each bid shall comprise one single sealed envelope containing two separately sealed envelopes having been marked in legible block letters on top of each envelope as "Technical Proposal" and "Financial Proposal" and required information mentioned at clause (a) above.
- (c) All bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting Tenders or bidding document.

1.2.2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2.3. LANGUAGE OF BID

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidders and the Procuring Agency shall be in English language.

The rates quoted shall be inclusive of all applicable taxes and levies including GST, Income Tax, SRB and any stamp duty for execution of the Agreement or otherwise.

1.2.4. BID CURRENCIES

All prices quoted must be in Pak Rupees.

1.2.5. BID SECURITY

The Bid submitted by the bidder must be accompanied by a Bid Security in an amount equal to **Two percent (2%) of the Total bid price (Demand)**, Pakistani Rupees, which shall remain valid for a period of 28 days beyond the validity period for bid in order to provide the procuring agency reasonable time to act, if the security is to be called;

The Bid Security shall be in the form of Pay Order/ Demand Draft in favor of Procuring Agency i.e. Executive Director, Sindh Teacher Education Development Authority (STEDA), School Education & Literacy Department. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

If the Bid is not accompanied by a Bid Security in accordance with this Request for Proposal, shall be rejected by the Authority as being non-responsive.

The Procuring Agency shall release the Bid Security of the unsuccessful Bidder, once the Agreement has been signed or upon expiry of the validity period of the bid.

The Bid Security shall be forfeited in following cases:

- i. If a bidder withdraws its bid during the validity period of the bid, as specified in this Request for Proposal; OR
- ii. In the case of successful Bidder, if the Bidder fails to:
 - a. sign the contract in accordance with this Request for Proposal;
 - b. Do not abide by the terms of Contract Agreement.

1.2.6. BID VALIDITY

The Bids shall remain valid for a period of ninety (90) days from the date of Bid Submission Deadline, as mentioned in this Request for Proposal, in accordance with SPPRA Rule 38 (1).

1.2.7. PERFORMANCE SECURITY:

(1) The bidders are required to submit security in the form of pay order or demand draft or bank guarantee, an amount sufficient to protect the procuring agency in case of breach of contract by the contractor or supplier or consultant, which shall be 10% of contract price;

(2) The security shall be provided in an appropriate form and amount, as provided in the bidding documents;

(3) Validity of performance security shall extend at least ninety days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

1.2.8. CLARIFICATION & MODIFICATION OF BIDDING DOCUMENTS

(1) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid in accordance with Rule-23 of SPPRA Rules-2010 (Amended up to date);

Provided that any clarification in response to a query by any bidder shall be communicated to all parties who have obtained bidding documents;

(2) Procuring Agency shall re-issue the Notice Inviting Tenders, in accordance with Rules 17 and 18, if it is convinced that there is a material infirmity or ambiguity in the bidding documents, which cannot be addressed without modifying the contents of bidding documents.

2. SUBMISSION OF BIDS

(1) Bids shall be submitted on the place, date and time and in the manner specified in the tender notice and bidding documents and any bid submitted late due to any reason whatsoever, shall not be considered by the procurement committee;

(2) Bidders shall be permitted to submit bids by mail or by hand.

2.1. BID SUBMISSION DEADLINE

Bids shall be received by the Procuring Agency at the address specified in the Bid Data Sheet not later than the time and date stated in the Bid Data Sheet and NIT.

2.2. LATE BIDS

Any Bid received by the Procuring Agency after the Bid Submission Deadline (as stated in the Bid Data Sheet and NIT) for any reason will be rejected and returned unopened to the Bidder.

2.3. NUMBER OF COPIES OF BIDS

One (01) original and two (02) photocopies.

2.4. WITHDRAWAL OF BIDS

The Bidder shall not withdraw its Bid after submission until after the expiry of bid validity period.

Any withdrawal of a Bid in the interval between the Bid Submission Deadline and the expiration the bid validity period specified in the Bid Date Sheet above shall result in the Bidder's forfeiture of its Bid Security.

2.5. DISCRIMINATORY AND DIFFICULT CONDITIONS:

Save as otherwise provided, no procuring agency shall introduce any condition which discriminates among bidders. In ascertaining the discriminatory nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related (Rule-44 of SPPRA Rules-2010, amended up to date).

2.6.CANCELATION OF BIDDING PROCESS

- i.** The Procuring Agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal, in accordance with SPPRA Rule 25(1);
- ii.** The Procuring Agency shall incur no liability towards the bidders, solely by virtue of its invoking 2.4.5.1, in accordance with SPPRA Rule 25(2);
- iii.** Intimation of the cancelation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation, in accordance with SPPRA Rule 25(3);
- iv.** The Procuring Agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds, in accordance with SPPRA Rule 25(4);

2.7.RE-ISSUANCE OF TENDERS:

The procuring agency may re-issue tenders in case, the bidding process has been cancelled, as provided in Rule 25 or one of the following conditions exist:

(1) Such an infirmity in the bidding documents has surfaced that the procuring committee recommends to the competent authority that the bids have to be invited afresh;

(2) The case has been declared as one of mis-procurement, in pursuance of Rule 56;

Provided while re-issuing tenders, the procuring agency may change the specifications and other contents of bidding documents, as deemed appropriate

3. OPENING AND EVALUATION OF BIDS

3.1.OPENING OF BIDS

The Consultant Selection Committee shall open the Bids in presence of Bidders' or their designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data Sheet/NIT. The Bidders' representatives shall bear identification and

authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register / attendance sheet evidencing their attendance;

The Consultant Selection Committee shall open the bid envelopes sign the first page of the submitted bid(s) marked as "ORIGINAL". The Consultant Selection Committee shall then declare the Bid opening proceedings ended and shall dismiss the Bidders' representatives present;

No Bid shall be rejected at the Bid opening except for late Bid as well as without Bid Security.

At the opening of each bid, the Consultant Selection Committee shall announce the Bidders' names and any other details that it may consider appropriate.

The Consultant Selection Committee shall prepare minutes of the Bid opening, including the information disclosed to those present.

The Evaluation Committee shall then proceed to the evaluation of the Bids.

3.2.CLARIFICATION OF BIDS:

(1) No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids;

Provided that the procuring agency may ask the bidders for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid;

(2) Any request for clarification in the bid, made by the procuring agency, shall invariably be in writing. The response to such request shall also be in writing.

(Rule-43 of SPPRA Rules-2010, amended up to date).

3.3.EVALUATION REPORT

The results of the evaluation of the Bids conducted by the Consultant Selection Committee shall be reflected in the Bid Evaluation Report, which shall be published on the Authority's official website and communicated to the Bidders.

4. AWARD OF CONTRACT

4.1.AWARD CRITERIA

The procuring Agency shall execute Agreement with the Successful Bidder who's bid has been determined to be substantially responsive and has quoted the Lowest cost, in conformity with Section 1.5.3 above

4.2.PROCURING AGENCY'S RIGHT TO ACCEPT OR REJECT

The Procuring Agency may, in its sole discretion,

- i. accept any Bid;
- ii. reject any Bid;
- iii. annul the Bidding Process and reject all Bid; or
- iv. annul the Bidding Process and commence a new process.

4.3.LETTER OF AWARD

Prior to the expiration of the validity period of Bid, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the Letter of Award).

The results of the Bidding Process, shall be published on the Authority's official website within seven (7) days prior to Letter of Award.

4.4.SIGNING OF CONTRACT

Within thirty (30) calendar days of the Letter of Award, the Successful Bidder shall sign the Agreement with the Authority.

4.5.PUBLICATION OF THE AWARD OF CONTRACT:

Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying number, if any, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and Letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

4.6. CLOSING OF CONTRACT:

(1) Except for defect liability or maintenance by the supplier, consultant or contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on the issue of overall delivery certificate, certificate of completion of deliverables, or taking over certificate which shall be issued within thirty days of final taking over or receiving the deliverables or completion of assignment enabling the supplier or contractor to submit final bill and the procuring agency to carry out any inspection of

services related thereto, as provided in the contract agreement and auditors to do substantial audit.

(2) In case of defect liability or maintenance periods, defect liability certificate shall be issued within thirty days of the expiry of the said period enabling the supplier or contractor to submit the final bill.

(3) Except for unsettled claims, which shall be resolved through arbitration, and shall be paid within the time given in the conditions of contract.

4.12. INTEGRITY PACT:

Procurements exceeding Rs. 2.5 million for services shall be subject to an integrity pact, as specified by regulations, between the procuring agency and the suppliers or contractors or consultants (Rule-89 of SPPRA Rules-2010, amended up to date) as per annexure "C".

Annex – B
Financial Proposal

To:

The Executive Director,
Sindh Teacher Education Development Authority (STEDA),
School Education & Literacy Department,
Government of Sindh, Karachi

Re: 3RD PARTY FOR TEACHING LICENCE TEST, SINDH TEACHER EDUCATION DEVELOPMENT AUTHORITY (STEDA)

Date:

Dear Sir / Madam,

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the requirements of the services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

| | |
|-------------------|-------------------------------------------------------------------|
| TOTAL COST | *[INSERT AMOUNT IN PKR] [INSERT AMOUNT IN WORDS] |
|-------------------|-------------------------------------------------------------------|

Note:

- i. The rates quoted shall be inclusive of all applicable taxes and levies including GST, Income Tax, SRB and any stamp duty for execution of the Agreement or otherwise.
- ii. The Financial Proposal shall be accompanied by a Bid Security of 2% of the total bid demand (refundable), in the form of Pay Order/ Demand Draft.

We acknowledge and agree that the Procuring Agency shall not be responsible for any errors or omissions on our part in preparing this Financial Bid and we shall indemnify the Procuring Agency fully in connection therewith.

[signature]

In the capacity of

[position]

Authorized to sign this Financial Bid Form of [Name of Bidder]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions:

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

- (a) “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract :

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language:

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been

given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

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

1.5 Location:

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge:

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

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

1.8 Taxes and Duties:

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2

Integrity Pact

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modifications or Variations

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA.

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

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

2.6.2 By the Consultant

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

(a) through (c) of this Clause GC 2.6.2:

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

2.6.3 Payment upon Termination.

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

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interest:

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

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project.

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality:

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

3.4 Insurance to be Taken Out by the Consultant:

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

3.5 Consultant's Actions Requiring PA's Prior Approval:

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

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

3.6 Reporting Obligations:

- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

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

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

3.8 Accounting, Inspection and Auditing:

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

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

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

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the

Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities:

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment:

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price:

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services:

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lumpsum price is provided in Appendices D and E.

6.5 Terms and Conditions of Payment:

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith:

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

8. SETTLEMENT OF DISPUTES.

8.1 Amicable Settlement:

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

8.2 Dispute Resolution:

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

III. Special Conditions of Contract

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are: Procuring Agency: _____
Attention: _____
Facsimile: _____
Email: _____
Consultant: _____
Attention: _____
Facsimile: _____
Email: _____

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

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

1.7 The Authorized Representatives are:

For the PA: _____
For the Consultant: _____

1.8 PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here. The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

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

(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

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

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

(1) The Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

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

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

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

3.4 The risks and the coverage shall be as follows:

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

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

(c) Professional liability insurance, with a minimum coverage of [insert amount and currency];

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

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

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: [insert actions].} Note: If there are no other actions, delete this Clause SC 3.5 (c).

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

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

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

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

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

6.1 Procuring Agency shall indicate bid security not less than 1% and above 5% Performance security shall not exceed 10% of contract amount

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

6.5 The accounts are:

for foreign currency or currencies: [insert account]

for local currency: [insert account] Payments shall be made according to the following schedule:

(a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.

(b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.

(c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.

(d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.

(e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

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

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

**Appendix A
(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE
SUPPLIERS OF SERVICES IN CONTRACTS WORTH RS. 2.50 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS. Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONTRACT

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

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

(ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

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

C. Payment Conditions: Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: “Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] th calendar month after the date of the Contract) by applying the following formula:

$$R1 = R1o \times \Pi / I1o$$

where R1 is the adjusted remuneration, R1o is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, Π is the official rate of inflation for the first month for which the adjustment is to have effect and, I1o is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration:

A. Coordinator.

The PA designates Mr./Ms. [insert name] as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets:

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts.

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

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

7. Confidentiality:

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

8. Ownership of Material:

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

9. Consultant not to be engaged in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance:

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

11. Assignment:

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

12. Law Governing Contract and Language:

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

13. Dispute Resolution:

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

FOR THE PA

Signed by _____
Title: _____

FOR THE CONSULTANT

Signed by _____
Title: _____