



REQUEST FOR PROPOSALS

Procurement of Tax Consultancy Services for NIBAF Pakistan

Least Cost Selection Method under Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010
(PCSR-2010)

(National Open Competitive Bidding)

October 2024

CONTENTS

PART I	4
Section I. Invitation to Bid.....	4
Section II. Instructions to Consultants.....	5
A. GENERAL PROVISIONS.....	5
B. PREPARATION OF PROPOSALS.....	9
C. SUBMISSION, OPENING AND EVALUATION.....	12
D. NEGOTIATIONS AND AWARD.....	16
Section III. Data Sheet.....	20
Section IV. Technical Proposal – Standard Forms.....	24
FORM A: POWER OF ATTORNEY.....	25
FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM.....	26
FORM TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE.....	27
FORM TECH-3: COMMENTS AND SUGGESTIONS.....	28
FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN.....	29
FORM TECH-5: CURRICULUM VITAE.....	30
FORM TECH-6: BID SECURING DECLARATION.....	32
FORM TECH-7: BENEFICIAL OWNERSHIP FORM.....	33
FORM TECH-8: UNDERTAKING.....	35
FORM TECH-9: TECHNICAL COMPLIANCE FORM.....	36
Section V. Financial Proposal - Standard Forms.....	37
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM.....	38
FORM FIN-2 PRICE SCHEDULE.....	39
Section VI. Eligible Countries.....	41
Section VII. Terms of Reference.....	42
PART II	44
Section VIII – Standard Forms of Contract.....	44
Form of Contract	45
General Conditions of the Contract	47
A. General Provisions.....	47
B. Commencement, Completion, Modification and Termination of Contract.....	49
C. Obligations of the Consultant.....	53
D. Consultant’s Experts and Sub-Consultants.....	56
E. Obligations of the Client.....	56
F. Payments to the Consultant.....	57
G. Settlement of Disputes.....	58
H. Performance Guarantee.....	58
Special Conditions of Contract	59
Appendices	61
APPENDIX A – TERMS OF REFERENCE.....	62
APPENDIX B - KEY EXPERTS.....	63
APPENDIX C – CONTRACT PRICE.....	64
APPENDIX D – PAYMENT SCHEDULE.....	65
APPENDIX E – NOTIFICATION OF AWARD.....	66
APPENDIX F – ACCEPTANCE LETTER.....	67
APPENDIX G – INTEGRITY PACT.....	68
APPENDIX H – NON-DISCLOSURE AGREEMENT (NDA).....	69
APPENDIX I – PERFORMANCE GUARANTEE (BANK GUARANTEE FORM).....	72

PART I

Section I. Invitation to Bid



National Institute of Banking and Finance Pakistan

Invitation to Bid

RFP No. NIBAF(Proc)/Tax Consultancy/118611/2024

National Institute of Banking and Finance Pakistan invites sealed proposals from eligible consultants that appear on the Active Taxpayers List of FBR for the **Procurement of Tax Consultancy Services for NIBAF Pakistan**. The Bidding will be conducted under Regulation 3(C): Least Cost Selection Method of the Procurement of Consultancy Services Regulations, 2010.

Request for Proposals (RFP) Documents containing a detailed description of the assignment and other Terms & Conditions etc. can be downloaded from PPRA EPADS. In case of any discrepancy/conflict, provisions of RFP Documents and any addendum posted on the procuring agency's website shall prevail.

The Proposals prepared in accordance with the instructions provided in the RFP Documents must be uploaded at PPRA EPADS on or before **November 06, 2024, at 11:00 AM (PKT)**, which shall be opened on the same day at **11:30 AM (PKT)** in accordance with EPADS procedures and PPRA Rules. This Invitation to Bid is also available on NIBAF and SBP websites: nibaf.sbp.org.pk , www.sbp.org.pk & www.ppra.org.pk.

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Section II. Instructions to Consultants

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Definitions</p> <p>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.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan or another country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) “Authority” means Public Procurement Regulatory Authority.</p> <p>d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>e) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in Clause 1 (the General Conditions of Contract (GCC)), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>g) “Day” means a calendar day.</p> <p>h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>i) “ITC” is the Instructions to Consultants that provide them with all information needed to prepare their Proposals.</p> <p>j) “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.</p> <p>k) “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.</p>
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	<p>l) “ITB” means the Invitation to Bid advertised by the Procuring Agency.</p> <p>m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or it's Sub-consultant assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>n) “Procurement Regulatory Framework” means Public Procurement Rules, 2004 (PPR-2004) and Procurement of Consultancy Services Regulations, 2010 (PCSR-2010).</p> <p>o) “Procuring Agency” means the National Institute of Banking and Finance Pakistan (NIBAF Pakistan), hereinafter called “NIBAF”.</p> <p>p) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant.</p> <p>q) “RFP” means the Request for Proposals issued by the Procuring Agency for soliciting technical and financial proposals from the Consultant.</p> <p>r) “Services” means the activities and tasks to be performed by the Consultant under the Contract.</p> <p>s) “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>t) “TORs” means the Terms of Reference that explain the objectives, scope of services, 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 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 for consulting services 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 to prepare the Consultant’s Proposal if 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 corporate interests, and acting without any consideration for future services.</p> <p>3.2. The Consultant must disclose to the Procuring Agency any actual or potential conflict that impacts 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 Procuring Agency.</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) <u>Conflicting Activities:</u> A Consultant that the Procuring Agency has engaged for providing 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) <u>Conflicting 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 conflict with another assignment of the Consultant for the same or another Procuring Agency.</p> <p>(c) <u>Conflicting Relationships:</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, 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 Procuring Agency 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 all eligible Consultants available with this RFP all information</p>

	<p>that would, in that respect, give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1. The Procuring Agency requires compliance with the Public Procurement Regulatory Framework regarding corrupt and fraudulent practices as outlined in Rule 2(1)(f) of the Public Procurement Rules, 2004 (PPR 2004). Under Rule 19 of PPR-2004, the Procuring Agency can inter alia blacklist the Consultants indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority.</p> <p>5.2. In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (whether declared or not), sub-Consultants, 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. Eligible Consultants</p>	<p>6.1. The Procuring Agency permits consultants (either individually or through Joint Venture/Sub-Consultant) as specified in Data Sheet 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), service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> <p>(a) Sanctions: A firm or an individual declared blacklisted by the Procuring Agency/Authority shall be ineligible to participate in the procurement process or to be awarded a contract during such period. The debarred firms and individuals’ list is available at the electronic address specified in the Data Sheet.</p> <p>(b) Prohibitions: Firms and individuals of a country may be ineligible if so indicated in Section V (Eligible Countries).</p> <p>(c) Restrictions for Public Employees: 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> <p>(i) Are on leave of absence without pay or have resigned or retired;</p> <p>(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> <p>(iii) In case of resignation or retirement, for at least two years, or the period established by statutory provisions applying</p>

	<p>to civil servants or government employees, whichever is longer. Experts who are employed by 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 before being included in Consultant's Proposal.; and</p> <p>(iv) Their hiring would not create a conflict of interest.</p>
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 the proposal's rejection.
8. Cost of Preparation of Proposal	8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposals, 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 under the procurement regulatory framework at any time before the Contract award without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, all correspondence and documents relating to the Proposals 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 .
11. Only One Proposal	11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its 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. However, this does not 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	<p>12.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. To ensure the proposal's validity, it shall contain the Bid Securing declaration as a complementary proposal securing instrument having the validity twenty-eight (28) days more than the proposal validity period.</p> <p>12.2. During this period, the Consultant shall maintain its original Proposals without any change, including the availability of the Key Experts and the total price.</p>

	<p>12.3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of 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.</p> <p>(a) Extension of Validity Period</p> <ul style="list-style-type: none"> (i) 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. The Bid Securing declaration shall also be extended in conformity with the period of extension. (ii) 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. (iii) The Consultant has the right to refuse to extend the validity of its Proposals in which case such Proposal will not be further evaluated. <p>(b) Substitution of Key Experts at Validity Extension</p> <ul style="list-style-type: none"> (i) 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. (ii) 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>13. Bid Securing Declaration</p>	<p>13.1. The Bid 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 procurement regulatory framework.</p>

	<p>13.2. Any Proposal not accompanied by a Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>13.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>13.4. The Most Advantageous Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Most Advantageous Consultant, and furnishing the Performance Guarantee.</p> <p>13.5. A Consultant shall be suspended from being eligible for participating in any future procurements with the Procuring Agency for the period of time indicated in the Bid Securing Declaration:</p> <p>(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.3(a)(iii) or</p> <p>(b) in the case of a Most Advantageous Consultant, if the Consultant fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required Performance Guarantee</p>
<p>14. Clarification and Amendment of RFP</p>	<p>14.1. 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/via email, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing/via email (including an explanation of the query but without identifying its source) to all Consultants (those who obtained the RFP document) and/or uploading on the nibaf.sbp.org.pk.</p> <p>14.2. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing/via email. The amendment shall be directly sent to those Consultants, who obtained the RFP document from the Procuring Agency and will be uploaded on the nibaf.sbp.org.pk for all prospective Consultants. The amendment(s) will be binding on all participating consultants.</p> <p>(a) If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the prospective Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>(b) 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>15. Technical Proposal Format and Content</p>	<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. The consultants will submit the proposals by using the Standard Forms provided in Section III of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section IV of the RFP. It must include all costs associated with the assignment. No subsequent price adjustment shall be made except to the provision given in 16.1 (a).</p> <p>(a) Taxes: 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> <p>(b) Currency of Proposal: The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet.</p> <p>(c) Currency of Payment: 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

<p>17. Submission, Sealing, and Marking of Proposals</p>	<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 on PPRA EPADS. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <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 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>17.3. 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>17.4. 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>17.5. 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>
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	<p>17.6. 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 BEFORE <SUBMISSION DEADLINE>” as given in the Bid Data Sheet.</p> <p>17.7. Similarly, the original Financial Proposal 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>17.8. 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 <SUBMISSION DEADLINE>”.</p> <p>17.9. 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>17.10. 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 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>17.11. Prior to the deadline for submission of Proposal, a Consultant may withdraw, substitute or modify its Proposal(s) after it has been submitted, provided that written notice is received by the Procuring Agency.</p>
<p>18. Confidentiality</p>	<p>18.1. Information relating to evaluation of Proposals and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>18.2. The consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Procuring Agency’s prior written consent.</p> <p>18.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its Proposals and/or terminate the contract.</p>
<p>19. Opening of Proposal</p>	<p>19.1. The Procuring Agency will open all Proposals, in public, in the presence of Consultants’ or their representatives who choose to</p>

<p>(Technical Proposals)</p>	<p>attend, on the date and at the time, specified in the Data Sheet. The Consultant' representatives present shall sign attendance sheet.</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 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. 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 Participating 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 22 of the ITC.</p> <p>19.6. At the opening of the Technical Proposals the following shall be read out:</p> <ul style="list-style-type: none"> (a) the name 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; (b) the presence or absence of a duly sealed envelope of the Financial Proposal; (c) any modifications to the Proposal submitted prior to proposal submission deadline; and (d) any other information deemed appropriate or as indicated in the Data Sheet.
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<p>20. Proposals Evaluation</p>	<p>20.1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <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 specified in the Data Sheet. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to comply with the evaluation criteria indicated in the Data Sheet.</p>
<p>22. Public Opening of Financial Proposals (Least Cost Selection)</p>	<p>22.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report. 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 to technically responsive and compliant Consultants about 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.</p> <p>22.2. The Financial Proposals shall be opened by the Procuring Agency’s evaluation committee in the presence of the representatives of those Consultants whose proposals are technically responsive and compliant. At the opening, the names of the Consultants, and the overall technical scores (if any) 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 opened, and the total prices read aloud and recorded.</p>
<p>23. Correction of Errors</p>	<p>23.1. 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.</p> <p>23.2. The Procuring Agency’s evaluation committee will (a) correct any computational or arithmetical errors.</p> <p>23.3. 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.</p>
<p>24. Taxes</p>	<p>24.1. The Procuring Agency shall evaluate the Consultant’s Financial Proposals in accordance with the instructions in the Data Sheet.</p>

<p>25. Final Evaluation (Least Cost Selection)</p>	<p>25.1. The Procuring Agency will select the technically responsive and compliant Consultant with the lowest evaluated total price and invite such Consultant to negotiate the Contract.</p>
<p>D. NEGOTIATIONS AND AWARD</p>	
<p>26. Negotiations</p>	<p>26.1. The Procuring Agency shall hold negotiations, if specified 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>26.2. The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.</p> <p>(a) Availability of Key Experts</p> <p>(i) 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>(ii) 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 Invitation to Bid to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>(b) Technical negotiations</p> <p>(i) 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.</p> <p>(c) Financial Negotiations</p> <p>(i) There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.</p>
<p>27. Conclusion of Negotiations</p>	<p>27.1. 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>27.2. 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>28. Award of Contract</p>	<p>28.1. Subject to ITC 26, 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>29. Grievance Redressal Mechanism</p>	<p>29.1. Procuring agency shall constitute a <u>Grievance Redressal Committee (GRC)</u> 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.</p> <p>29.2. Before the bid submission deadline, any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the RFP Documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC.</p> <p>29.3. Any Consultant feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five (05) days after issuance of final evaluation report.</p> <p>29.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>29.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation report.</p> <p>29.6. The GRC shall investigate and decide upon the complaint within ten (10) days of its receipt.</p> <p>29.7. Any Consultant 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 <u>Redressal of Grievances Regulations, 2021.</u></p>

	<p>29.8. The Appellate 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>29.9. The Appellate 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>29.10. The Appellate 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>29.11. The decision of the Appellate 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>30. Performance Guarantee</p>	<p>31.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Client no later than twenty-eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank, that will be acceptable to the Client and denominated in the currency in which the Contract Price is payable.</p>

Section III. Data Sheet

ITC	Description
2.1	<p>Name of the Procuring Agency: <u>National Institute of Banking and Finance Pakistan</u></p> <p>Method of selection: <u>Least Cost Selection Method under Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010 (PCSR-2010)</u></p> <p>Technical and Financial Proposals are to be submitted in separate envelopes (each) as per the <u>Single Stage Two Envelop Bidding Procedure</u></p> <p>The name of the assignment is: <u>Procurement of Tax Consultancy Services for the NIBAF Pakistan</u></p>
2.2	In case of any related queries, please drop an email at NIBAF.Procurement@nibaf.gov.pk
6.3 (a)	A list of debarred firms and individuals is available at the PPRA website: <u>Black List Firm of Pakistan (ppra.org.pk)</u>
9.1	<ul style="list-style-type: none"> • The language of the Bid is English/Urdu • All correspondence shall be in English/Urdu • The language for translation of supporting documents and printed literature is English.
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal Standard Forms (Section III)</p> <ol style="list-style-type: none"> (1) Form A: Power of Attorney (2) TECH-1: Technical Proposal Submission Form (3) TECH-2 (A&B): Consultant's Organization and Experience (4) TECH-3 (A&B): Comments and Suggestions (5) TECH-4: Description of Approach, Methodology and Work Plan (6) TECH-5: Curriculum Vitae (7) TECH-6: Bid Securing declaration (8) TECH-7: Beneficial Ownership Form (9) TECH-8: Undertaking (10) TECH-9: Technical Compliance Form, And (11) Supporting Documents against 21.1 of Data Sheet (Technical Evaluation Criteria)

ITC	Description
	<p>2nd Inner Envelope with the Financial Proposal Financial Proposal Standard Forms (Section IV of RFP)</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Price Schedule</p>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal: <u>Not Allowed</u>
12.1	Proposals shall be valid until <u>One Hundred Eighty (180) days from the Proposal submission deadline.</u> Date should be mentioned as per PCSR
14.1	<p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Sr. Joint Director Administration, National Institute of Banking & Finance Pakistan H-8/1 Pitras Bukhari Road, Islamabad Tel: 051-9269844 Email: NIBAF.Procurement@nibaf.gov.pk</p>
16.1 (a)	<p>Information on the Consultant's tax obligations can be found at the websites of relevant revenue authorities such as FBR, SRB, etc.</p> <p>The contract amount is "NOT" subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
16.1 (b)	The Financial Proposal shall be stated in <u>PKR only</u>
17.1	The Consultants Must submit their Proposals electronically on EPADS. The Bids that are not submitted on EPADS shall not be considered for evaluation. Consultant are required to get themselves registered to be able to bid on EPADS.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original;</p> <p>(b) Financial Proposal: one (1) original.</p>

ITC	Description										
21.1	<p data-bbox="354 205 748 237">Technical Evaluation Criteria</p> <p data-bbox="354 275 1419 373">The technical evaluation criteria comprise of <i>Mandatory Eligibility Criteria</i> and <i>Score-Based Qualification Criteria</i>. The Consultant must meet the former before being evaluated for the latter criteria.</p> <table border="1" data-bbox="354 411 1425 1381"> <thead> <tr> <th data-bbox="360 411 899 464">Mandatory Eligibility Parameter</th> <th data-bbox="899 411 1419 464">Means of Verification</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 464 899 590">The Consultant must appear on the Active Taxpayers List (ATL) of the Federal Board of Revenue (FBR).</td> <td data-bbox="899 464 1419 590">NTN Registration Certificate & ATL Proof</td> </tr> <tr> <td data-bbox="360 590 899 747">The Consultant must have been in the SBP panel of auditors' maintained under section 35(1) of BCO 1962 in the recent 02 financial years (2022 and 2021).</td> <td data-bbox="899 590 1419 747">List of SBP panel of auditors</td> </tr> <tr> <td data-bbox="360 747 899 873">The Consultant must have ten (10) years of experience in tax consultancy.</td> <td data-bbox="899 747 1419 873">Relevant supporting documents/ copy of the oldest contract reflecting the TORs or overview of deliverables.</td> </tr> <tr> <td data-bbox="360 873 899 1381"> The Consultant must undertake that; <ol style="list-style-type: none"> <li data-bbox="367 905 889 1062">i. It has neither been Blacklisted/debarred under Rule 19 of PPR-2004 nor sanctioned by National Counter Terrorism Authority (NACTA). <li data-bbox="367 1062 889 1125">ii. It has never breached performance with NIBAF or any Organization(s). <li data-bbox="367 1125 889 1220">iii. None of its partners/directors are currently involved in any internal litigation or arbitration. <li data-bbox="367 1220 889 1381">iv. None of its partners/directors within the last two years is part of any committee, key management, subsidiaries, or Board of NIBAF Pakistan. </td> <td data-bbox="899 873 1419 1381">Affidavit on Rs 100 Stamp paper as per Form Tech 08 under Section III.</td> </tr> </tbody> </table> <p data-bbox="354 1419 1419 1482">After meeting the mandatory eligibility criteria, the Consultant shall be assessed based on the given score-based qualification criteria.</p>	Mandatory Eligibility Parameter	Means of Verification	The Consultant must appear on the Active Taxpayers List (ATL) of the Federal Board of Revenue (FBR).	NTN Registration Certificate & ATL Proof	The Consultant must have been in the SBP panel of auditors' maintained under section 35(1) of BCO 1962 in the recent 02 financial years (2022 and 2021).	List of SBP panel of auditors	The Consultant must have ten (10) years of experience in tax consultancy.	Relevant supporting documents/ copy of the oldest contract reflecting the TORs or overview of deliverables.	The Consultant must undertake that; <ol style="list-style-type: none"> <li data-bbox="367 905 889 1062">i. It has neither been Blacklisted/debarred under Rule 19 of PPR-2004 nor sanctioned by National Counter Terrorism Authority (NACTA). <li data-bbox="367 1062 889 1125">ii. It has never breached performance with NIBAF or any Organization(s). <li data-bbox="367 1125 889 1220">iii. None of its partners/directors are currently involved in any internal litigation or arbitration. <li data-bbox="367 1220 889 1381">iv. None of its partners/directors within the last two years is part of any committee, key management, subsidiaries, or Board of NIBAF Pakistan. 	Affidavit on Rs 100 Stamp paper as per Form Tech 08 under Section III.
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24.1	<p>For the purpose of the evaluation, the Procuring Agency will exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, or similar taxes levied on the contract's invoices; and</p> <p>If a Contract is awarded all such taxes will be added to the Contract amount as a separate line.</p>																																
31.1	<p>Performance Guarantee @5% of the total contract cost in the shape of a Pay Order/Bank Draft or an un-conditional Bank Guarantee. In case of Bank Guarantee, it must remain valid 28 days beyond the contract's expiry date.</p>																																

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS FOR TECHNICAL PROPOSAL

Form	Description	Page Limit
Form A	Power of Attorney	
TECH-1	Technical Proposal Submission Form	
TECH-2	Consultant's Organization and Experience	
	TECH-2A: Consultant's Organization	
	TECH-2B: Consultant's Experience	
TECH-3	Comments and Suggestions	
	TECH-3A: On the Terms of Reference	
	TECH-3B: On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan	
TECH-5	Curriculum Vitae (CV)	
TECH-6	Bid Securing declaration	
TECH-7	Beneficial Ownership Form	
TECH-8	Undertaking	
TECH-9	Technical Compliance Form	
-	Supporting Documents against 21.1 of Data Sheet	

Note: All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM A: POWER OF ATTORNEY

(On Official Letterhead)

RFP No: RFP No. NIBAF(Proc)/Tax-Consultancy/118611/2024

Title: Procurement of Tax Consultancy Services for the NIBAF Pakistan

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Consultant: _____

Date: _____

(On Official Letterhead)

To:

The Sr. Joint Director Administration,
National Institute of Banking and Finance Pakistan
H-8/1, Pitras Bukhari Road,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Procurement of Tax Consultancy Services for NIBAF Pakistan** in accordance with your Request for Proposals. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope:

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us in accordance with **ITC 12.1**.
- (c) We have no conflict of interest in accordance with **ITC 3**.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.
- (e) We accept that the substitution of Key Experts for reasons other than those stated in **ITC Clause 12** may lead to the rejection of our proposal/termination of Contract.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations, if any.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than **twenty eighty (28) days** from the date of signing of the contract.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed previously.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (PKR)	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of..... ": designed master plan for rationalization of; }	{e.g., Ministry of..... , country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government... " : drafted secondary level regulations on..... }	{e.g., municipality of..... , country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3: COMMENTS AND SUGGESTIONS

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high:*** “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: CURRICULUM VITAE

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert	{Insert full name}
Date of Birth	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel..... /e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake

the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

FORM TECH-6: BID SECURING DECLARATION

(On Stamp Paper of Rs. 100)

RFP No: RFP No. NIBAF(Proc)/Tax-Consultancy/118611/2024
Title: Procurement of Tax Consultancy Services for NIBAF Pakistan

To:

The Director,
Administration Department,
National Institute of Banking and Finance Pakistan
Pitras Bukhari Road,
H-8/1, Islamabad

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the **RFP** Documents.

We understand this Bid Securing declaration shall expire if we are not the Most Advantageous Consultant, upon the earlier of (i) our receipt of your notification to us of the name of the Most Advantageous Consultant; or (ii) **twenty-eight (28) days** after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Securing declaration]*

Name: *[insert complete name of person signing the Bid Securing declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

FORM TECH-7: BENEFICIAL OWNERSHIP FORM

(On Official Letterhead)

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

Information about the Board of Directors (details shall be provided regarding the number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)

Total number of shares taken (in figures and words)							

Any other information incidental to or relevant to Beneficial Owner(s)

Name of the Consultant: *[insert complete name of the participating Entity]*

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

FORM TECH-8: UNDERTAKING

(On Stamp Paper of Rs. 100)

Dear Sir,

I/We hereby confirm and declare that I/We, **M/s** _____, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

M/s _____, further undertake that;

- i. It has never breached performance with NIBAF or any Organization(s).
- ii. None of its partners/directors are currently involved in any internal litigation or arbitration.
- iii. None of its partners/directors within the last two years is part of any committee, key management, subsidiaries, or Board of the NIBAF Pakistan.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and execution of the Bid Securing Declaration or forfeiture of the Performance Guarantee, as the case may be, and termination of Contract.

Seal & Signature of Bidder: _____

Date: _____

FORM TECH-9: TECHNICAL COMPLIANCE FORM

(On Official Letterhead)

Sr.#	Description	Consultant's Response (Yes/No)
1.	All the requirements mentioned in Section VI "Terms of Reference"	
2.	All the stated Terms and Conditions of the Contract.	

Seal and Signature of Consultant: _____

***Note:** The Financial Proposal of the only technically responsive and compliant Proposal(s) will be opened and the Proposal found to be the Most Advantageous (Technically Compliant with the lowest evaluated cost) shall be accepted and will be awarded the contract.*

Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form
FIN-2 Price Schedule

(On Official Letterhead)

To:

Sr. Joint Director Administration

NIBAF Pakistan
H-8/1, Pitras Bukhari Road,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide consulting services for ***Procurement of Tax Consultancy Services for NIBAF Pakistan*** in accordance with your Request for Proposals and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, *“inclusive” of all indirect local taxes under Clause 25.1 in the Data Sheet.* The amount of local indirect taxes is {Insert currency} {Insert amount in words and figures}. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us under **ITC 12.1.**

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to the preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

FORM FIN-2 PRICE SCHEDULE

(On Official Letterhead)

Name of Consultant: _____

Title: Procurement of Tax Consultancy Services for NIBAF Pakistan

Reference No: RFP No. NIBAF(Proc)/Tax-Consultancy/118611/2024

Category	Deliverable/Description	Complexity Level ¹	Weights		Consultancy Fee (Rs.) (Excluding Services Sales Tax)
			Sub-category	Category	
A.	Advice on the Income Tax Ordinance 2001 regarding deductions/collections of tax at source viz-a-viz domestic and foreign payments and applicability of other provisions of ITO-2001,	Low	w1 = 10%	WA= 40%	
		Moderate	w2 = 30%		
		High	W3 = 60%		
B.	Advice on levy of Sales Tax on Goods procured & deduction/collection of Sales Tax at source under Federal Sales Tax Laws from payments made to suppliers/service providers.	Low	w1 = 10%	WB=20%	
		Moderate	w2 = 30%		
		High	W3 = 60%		
C.	Advice on the applicability of Sales Taxes & Federal Excise Duty on services acquired and rendered under provisions of Provincial Sales Tax on Services Acts, Federal Excise Act, 2005 and relevant rules	Low	w1 = 10%	WC=35%	
		Moderate	w2 = 30%		
		High	W3 = 60%		
D.	<ul style="list-style-type: none"> Obtain Tax Exemption Certificates / Certificates of Residence from tax authorities for exempting receipts & payments from deduction of tax at source. Facilitation in compliance with rules regarding payment of taxes and submission of tax returns/ withholding statements/ returns to the tax authorities. Assisting, representing and preparing responses/ appeals for presenting before tax authorities in response to notices, orders, demands, etc., issued or raised by tax authorities. <p><i>(Per case/certificate/ instance/ advice, whichever is applicable)</i></p>	Low	w1 = 10%	WD=5%	
		Moderate	w2 = 30%		
		High	W3 = 60%		

¹ Three tiers of complexity have been defined based on the expected consultancy duration i.e. **Low Complexity:** up to one hour of consultation time, **Moderate Complexity:** up to three hours of consultation time & **High Complexity:** more than three hours of consultation time.

Notes:

1. Direct taxes will be the consultant's responsibility, and the client will not reimburse the direct taxes and will be deducted at source from the invoice as per applicable rate/law.
2. Applicable sales tax on services shall be paid at the rate prevailing at the time of services provided by the Consultant. Payments shall be subject to withholding income tax and services sales tax at prevailing rates at the time of payment.
3. The Client will provide no additional cost (whatsoever nature) other than the services obtained against the above price schedule.
4. The above rates will remain valid for three years.
5. The contract shall be awarded to the most advantageous Consultant based on the lowest total amount / weighted average according to the formula below.

$$R_C = \frac{(R_A \times W_A) + (R_B \times W_B) + (R_C \times W_C) + (R_D \times W_D)}{100}$$

Where,

$$R_A = \frac{(r_1 \times w_1) + (r_2 \times w_2) + (r_3 \times w_3)}{100}$$

$$R_B = \frac{(r_1 \times w_1) + (r_2 \times w_2) + (r_3 \times w_3)}{100}$$

$$R_C = \frac{(r_1 \times w_1) + (r_2 \times w_2) + (r_3 \times w_3)}{100}$$

$$R_D = \frac{(r_1 \times w_1) + (r_2 \times w_2) + (r_3 \times w_3)}{100}$$

<ul style="list-style-type: none"> • <i>r1 = sub-category rate for Low Complexity Cases</i> • <i>r2 = sub-category rate for Moderate Complexity Cases</i> • <i>r3 = sub-category rate for High Complexity Cases</i> 	<ul style="list-style-type: none"> • <i>w1 = sub-category-weight for Low Complexity Cases</i> • <i>w2 = sub-category weight for Moderate Complexity Cases</i> • <i>w3 = sub-category weight High Complexity Cases</i>
<ul style="list-style-type: none"> • <i>RA = weighted average rate for category A</i> • <i>RB = weighted average rate for category B</i> • <i>RC = weighted average rate for category C</i> • <i>RD = weighted average rate for category D</i> 	<ul style="list-style-type: none"> • <i>WA = Weight for Category A</i> • <i>WB = Weight for Category B</i> • <i>WC = Weight for Category C</i> • <i>WD = Weight for Category D</i>
<ul style="list-style-type: none"> • <i>Rc = Combined (Unified) Rate</i> 	

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

Section V. Eligible Countries

All consultants are allowed to participate in the subject procurement except consultants of a nationality prohibited by the Federal Government of Pakistan.

The following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan, has notified the List of Business Friendly Countries (BVL); information can be accessed through the following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

Section VI. Terms of Reference / Scope of Services

1. Sales tax compliance matters

- i. Registration with all tax authorities in Pakistan.
- ii. Assisting NIBAF, PAKISTAN in paying off its monthly / occasional output sales tax liabilities to the Federal Board of Revenue (FBR), and all sales tax authorities in Pakistan (i.e., Punjab Revenue Authority (PRA), Sindh Revenue Board (SRB), KP Revenue Authority (KPRA) and Baluchistan Revenue Authority (BRA)).
- iii. Review of monthly federal and provincial sales tax information provided by NIBAF, PAKISTAN, prepare draft returns under the ST Acts and share for review by the Institute, and filing of final return within due date. The Consultant's review will be limited to the legal position taken by NIBAF, PAKISTAN and advising on appropriate course of action and covers preparation of returns based on source documents.
- iv. Assistance to NIBAF, PAKISTAN in respect of notices issued by the Sales Tax Authorities under the ST Acts i.e. preparing and filing the required replies against the notices and representation there-against before the Sales Tax Authorities.
- v. Assistance to NIBAF, PAKISTAN in respect of audit carried out by the Sales Tax Authorities. This will include representations on behalf of NIBAF, PAKISTAN before the Sales tax authorities and drafting replies to the audit queries based on information provided to The Consultant by the management.
- vi. Day to day advice on sales tax matters.

2. Income tax compliance matters (review and filing all types returns, handling notices, representing the Institute in hearing, consultancy in all respects)

- i. Assistance in preparation of tax computation and annual income tax return of NIBAF, PAKISTAN, and electronic filing thereof, based on the annual audited accounts and allied information / documents maintained by the management of NIBAF, PAKISTAN.
- ii. Assisting in electronic filing of quarterly withholding income tax statements based on source information and documents provided by the management.
- iii. Drafting replies to notices issued by the Inland Revenue Authorities [IR authorities] in relation to audit, amendment, or rectification of assessment of NIBAF, PAKISTAN and to represent NIBAF, PAKISTAN before the IR authorities to explain the relevant transactions.
- iv. Prepare and file the case to obtain Non-Profit-Organization (NPO) Certificate under section 2(36), and exemption from withholding of income tax under the Income Tax Ordinance, 2001.
- v. Prepare and file the applications for Income tax refund when required.
- vi. Obtaining amended assessment order or audit completion certificate and to advise NIBAF, PAKISTAN on future course of action.
- vii. Assistance in drafting, review and filing of rectification applications to the IR authorities, wherever required.
- viii. In case, the IR authorities initiate proceedings under section 161 or 162 read with section 205 of the Income Tax Ordinance, 2001, The Consultant will assist NIBAF, PAKISTAN as follows:
 - ix. Represent NIBAF, PAKISTAN, before the IR authorities to explain transactions.
 - x. Draft replies to the notices issued by the IR authorities.
 - xi. Obtain principal orders or rectified orders framed by the IR authorities and advise NIBAF, PAKISTAN on future course of action.

3. Sales tax and Income tax litigation

If a matter falls in appeal, The Consultant will assist NIBAF, PAKISTAN as follow:

- i. (a) Preparing and filing the appeal documents and stay application and providing the assistance for representation before the appellate forums that is the Commissioner (Appeals) and the Appellate Tribunal. However, The Consultant's services will not include representation before the higher and/or the superior courts.
- ii. (b) Obtaining the appellate orders and/or the rectified orders and advising NIBAF, PAKISTAN on future course of action.

4. Sales tax and income tax advisory matters

Provide tax consultancy services as and when so required by NIBAF, PAKISTAN with reference to NIBAF, PAKISTAN's income tax, sales tax and Federal Excise Duty [FED] matters. This will include advising in respect of:

- i. Tax withholding obligations;
- ii. Reporting of tax withheld;
- iii. Payment to non-residents;
- iv. Advice on tax consideration relating to any proposed transaction;
- v. Admissible, inadmissible and proportionable input tax claim;
- vi. Advice on likely consequences of proposed transactions with reference to implications as to sales tax and FED; and
- vii. Other tax consulting services relating to income tax, sales tax and FED that NIBAF, PAKISTAN may ask The Consultant to render from time to time, both written and oral.

5. Deliverables under the agreement

- i. The deliverables under the agreement could be in the form of letters or through the e-mails as required under the circumstances or in the form of necessary communications from Sales Tax/IR Authorities and the appellate forums.
- ii. The Consultant will advise on advisory matters through The Consultant's letters or in any mutually agreed form.
- iii. Updates on proceedings shall be made through letters, discussions, email or any other mutually agreed from.
- iv. It is understood that services provided under the agreement for obtaining relaxations, permissions, clarifications, or approvals from regulatory authorities are on 'best efforts' basis with all necessary care and diligence and The Consultant will not guarantee successful outcome in any form.
- v. The Consultant will indicate the sources of information within The Consultant's deliverables. The Consultant will not seek to establish the reliability of those sources by reference to evidence independent of NIBAF, PAKISTAN. The Consultant will, however, satisfy themselves, so far as possible, that the information used or relied upon is consistent with other information that is made available to The Consultant in the course of our work in accordance with the terms of this agreement.
- vi. Deliverables will include to cater other tax related matters of NIBAF, PAKISTAN subject to the exclusions and conditions provided hereinabove.

6. Timetable

- i. The Consultant will provide the services under this contract on the basis of compliance dates given in the Federal and Provincial Sales Tax Laws, the Income Tax Ordinance, 2001 and in accordance with the hearing date (s) for notices, appeals and stay applications fixed by the taxation officers, the Commissioner (Appeals) and the Tribunal.

- ii. This contract will be effective from the date of its signing by the both parties, and there-after will be renewed for such period and upon such terms and conditions as mutually agreed.

7. Confidentiality of Agreement

Other than, with respect to information required to be disclosed under the applicable laws, the parties hereto agree not to disclose any additional information exchanged during the tenure of the agreement and even after expiry thereof.

8. Force Majeure

- i. For the purpose of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a performance of its obligations under the agreement impossible or so impractical as to be considered impossible under the circumstances.
- ii. The failure of a party to fulfil any of its obligations under the agreement shall not be considered to be a breach of, or default under this agreement insofar as such inability arises from an event of Force Majeure.
- iii. Provided that all reasonable precautions, due care and reasonable alternative measures have been taken to carry out the terms and conditions of this agreement.

9. Dispute Resolution

- i. If any dispute arises, the parties will resolve the same with mutual consent. Where this cannot be achieved then the dispute shall be resolved through arbitration under the Pakistan Arbitration Act, 1940.
- ii. This agreement, and all claims arising in whole or in part thereof, related to, based upon, or in connection herewith or the subject matter hereof shall be governed by, construed and enforced in accordance with the laws of Pakistan.

10. Severability

If any portion or provision of this agreement shall to any extent ne declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unforceable, shall not be affected thereby, and each portion and provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.

11. Termination of Agreement

The duration of the contract shall be three (03) years from the date of commencement of services and can be terminated earlier upon submission of one-month notice from either party.

PART II

Section VII – Standard Forms of Contract

RFP No. NIBAF(Proc)/Tax-Consultancy/118611/2024



Contract for Consulting Services

Procurement of Tax Consultancy Services for NIBAF Pakistan

Between

NIBAF Pakistan

And

(Name of the Most Advantageous Consultant)

Dated: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of [month], [year], between the **NIBAF Pakistan** (hereinafter called the "**Client**") having its registered office H-8/1, Islamabad.

AND

(Name of the Most Advantageous Consultant) (hereinafter called the "**Consultant**") having its registered office _____ (address) _____.

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "**Services**");
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A:** Terms of Reference
 - Appendix B:** Key Experts
 - Appendix C:** Contract Price
 - Appendix D:** Payment Schedule
 - Appendix E:** Notification of Award
 - Appendix F:** Acceptance Letter
 - Appendix G:** Integrity Pact
 - Appendix H:** Non-Disclosure Agreement (NDA)
 - Appendix I:** Form of Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail the Special Conditions of Contract, the General Conditions of Contract, including all Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as outlined in the Contract, in particular:
 - (a) The Consultant shall carry out the Services as per the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant as per the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the NIBAF Pakistan	For and on behalf of (Name of the Most Advantageous Consultant)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

General Conditions of the Contract

A. General Provisions

1. Definitions

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) **“Authority”** means Public Procurement Regulatory Authority.
- (c) **“Client”** means **NIBAF Pakistan**
- (d) **“Consultant’s Personnel”** means personnel whom the Consultant utilizes in the execution of its contract, including the staff, labor and other employees of the Consultant and each sub-consultant; and any other personnel assisting the Consultant in the execution of the contract to be supervised by the Consultant (if applicable).
- (e) **“Consultant”** means **(Name of the Most Advantageous Consultant)**
- (f) **“Contract”** means an agreement enforceable by law;
- (g) **“Day”** means calendar day unless indicated otherwise.
- (h) **“Effective Date”** means the date when this Contract comes into force and effect pursuant to **Clause GCC 11**.
- (i) **“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.
- (j) **“GCC”** means the General Conditions of Contract.
- (k) **“Government”** means the Government of Pakistan.
- (l) **“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 Client for the performance of the Contract.
- (m) **“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.
- (n) **“Local Currency”** means the currency of Pakistan
- (o) **“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.

	<p>(p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both.</p> <p>(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) “Services” means the activities and tasks to be performed by the Consultant under the Contract.</p> <p>(s) “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.</p> <p>(t) “Third Party” means any person or entity other than the Government, the Client, the Consultant, or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or principal and agent between the Client 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 under the laws of Pakistan unless otherwise specified in SCC .
4. Language	4.1. The Contract, all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, 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	<p>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 the communication is addressed or when sent to such Party at the address specified in the SCC.</p> <p>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.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so indicated, at such locations, whether in the Client’s country or elsewhere, as the Client 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 Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
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 Client or the Consultant may be taken or executed by the officials specified in the SCC .
10. Fraud and Corruption	<p>10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) and Consultants under Government financed contracts observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>10.2. The Consultant shall permit and shall cause their agents (whether declared or not), sub-consultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any, Proposal submission, Contract performance and to have them audited by auditors appointed by the Client.</p> <p>10.3. Any communications between the Consultant and the Client related to alleged corrupt and fraudulent practices must be made in writing/via email that provides a record of the communication content.</p> <p>10.4. The client will terminate the contract and may blacklist the Consultant under Rule 19 of PPR-2004 if it is established that the Consultant was engaged in corrupt and fraudulent practices in competing for the contract.</p>
B. Commencement, Completion, Modification and Termination of Contract	
11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the signing date or as specified in the SCC (to be called an effective date).
12. Commencement of Services	12.1. The Consultant shall confirm the availability of Key Experts and begin carrying out the Services no later than the days after the Effective Date specified in the SCC .
13. Expiration of Contract	13.1. Unless terminated earlier under Clause GCC 18 hereof, this Contract shall expire at the end of the period after the Effective Date as specified in the SCC .
14. Entire Agreement	14.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has the 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.
15. Modifications or Variations	15.1. 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

	<p>any proposals for modification or variation caused by the other Party.</p> <p>15.2. In case of any modifications or variations, the Client's prior written consent is required.</p>
16. Force Majeure	
a) Definition	<p>16.1. For this Contract, "Force Majeure" means an unforeseeable event that 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.</p> <p>16.2. 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.</p> <p>16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b) No Breach of Contract	<p>16.4. 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 to carry out the terms and conditions of this Contract.</p>
c) Measures to be Taken	<p>16.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical. It shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.6. 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) days following the occurrence of such event, providing evidence of the nature and cause of a such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.7. 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.</p>

	<p>16.8. 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 Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, 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. <p>16.9. 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 38.</p>
<p>17. Suspension</p>	<p>17.1. The Client 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) days after receipt by the Consultant of such notice of suspension.</p>
<p>18. Termination</p>	<p>18.1. Either Party may terminate this Contract as per provisions set up below:</p>
<p>a) By the Client</p>	<p>18.1.1. The Client 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 Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e), and at least five (5) days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> 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 17; 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;

	<p>c) If the Consultant fails to comply with any final decision due to arbitration proceedings pursuant to Clause GCC 38.</p> <p>d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than sixty (60) days;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 12.</p> <p>18.1.2. Suppose the Consultant, in the Client's judgment, has engaged in Fraud and Corruption, in competing for or executing the Contract. In that case, the Client may terminate the Contract after giving the Consultant fourteen (14) days' written notice.</p>
<p>b) By the Consultant</p>	<p>18.1.3. The Consultant may terminate this Contract, by not less than sixty (60) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 38 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue,</p> <p>b) If, as the result of Force Majeure, the Consultant cannot perform a material portion of the Services for not less than sixty (60) days.</p> <p>c) If the Client fails to comply with any final decision due to arbitration pursuant to Clause GCC 38.</p> <p>d) If the Client 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 agreed in writing) following the receipt by the Client of the Consultant's notice specifying the such breach,</p>
<p>c) Cessation of Rights and Obligations</p>	<p>18.1.4. Upon termination of this Contract pursuant to Clause GCC 18 hereof, or expiration of this Contract pursuant to Clause GCC 13, 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 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24 and to cooperate and assist in any inspection or</p>

	investigation, and (iv) any right which a Party may have under the Applicable Law.
d) Cessation of Services	18.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or 18b , 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. Concerning documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 25 or GCC 26 .
e) Payment upon Termination	18.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: <ul style="list-style-type: none"> a) Payment for Services satisfactorily performed before the effective date of termination and pursuant to Clause 35; b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract
C. Obligations of the Consultant	
19. General	<p>19.1. The Consultant shall perform the Services and carry out 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 the Services, as a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>19.2. The Consultant shall employ and provide qualified and experienced Experts and Sub-consultants as required to carry out the Services.</p> <p>19.3. 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 Client.</p> <p>19.4. The Consultant shall perform the Services in accordance with the Contract and in conformity with the Laws of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Laws.</p>
20. Conflict of Interests	20.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

<p>a) Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<p>20.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 34 through 37) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 20.1.3, 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 the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any such additional payment.</p> <p>20.1.2. Furthermore, if the Consultant, as part of the Services, is responsible for advising the Client for procuring goods or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p>b) Consultants and Affiliates Not to Engage in Certain Activities</p>	<p>20.1.3. 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.</p>
<p>c) Prohibition of Conflicting Activities</p>	<p>20.1.4. The Consultant shall not engage and cause its Experts and Sub-consultants not to engage directly or indirectly in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>d) Strict Duty to Disclose Conflicting Activities</p>	<p>20.1.5. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have a duty to disclose any actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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.</p>
<p>21. Confidentiality</p>	<p>21.1. Information relating to the evaluation of Proposals and recommendations concerning awarding the contract shall not be disclosed by the Client to the Consultants or any other person who is not officially concerned with the process until the evaluation results are announced.</p> <p>21.2. The Consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Client’s prior written consent.</p>

	21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Client may reject its Proposal and/or terminate the contract.
22. Liability of the Consultant	<p>22.1. Subject to additional provisions, if any, outlined in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p> <p>22.2. Concerning the Consultant's Professional Liability, Regulation 11 of PCSR-2010 would be applicable. However, to the extent of the liability under Regulation 11(1) of PCSR-2010, the liability would be twice the total contract's value.</p>
23. Insurance to be Taken out by the Consultant	23.1. The Consultant (i) may 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, insurance against the risks and (ii) at the Client's request, shall provide evidence to the Client showing that if any such insurance has been taken out and maintained and that the current premiums, therefore, have been paid.
24. Accounting, Inspection and Auditing	<p>24.1. 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 changes.</p> <p>24.2. The Consultant shall permit and shall cause its agents (whether declared or not), sub-consultants, service providers, suppliers, and personnel, to permit the Client 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 or its sub-consultants acts intended to materially impede the exercise of the Client's inspection and audit rights shall constitute a prohibited practice that may lead to contract termination.</p>
25. Reporting Obligations	25.1. In the form, numbers and periods specified in Appendix A , all reports and documents shall be submitted by the Consultant to the Client.
26. Proprietary Rights of the Client in Reports and Records	<p>26.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as diagrams, plans, databases, other documents and software, supporting records, or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.</p> <p>26.2. 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 Client's</p>

	prior written approval to such agreements and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
27. Code of Ethics	27.1. The Consultant and its sub-consultants are bound to follow the Code of Ethics issued by the Client or Public Procurement Regulatory Authority.
D. Consultant's Experts and Sub-Consultants	
28. Description of Key Experts	28.1. The detail of Key Experts is given in Appendix B .
29. Replacement of Key Experts	<p>29.1. Unless the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>29.2. 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.</p>
30. Removal of Experts	<p>30.1. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal act, or shall the Client determine that a Consultant's Expert has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>30.2. If any of the Key Experts, Non-Key Experts, is found by the Client to be incompetent or incapable of discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.</p> <p>30.3. Any replacement of the removed Experts shall possess better qualifications and experience and be acceptable to the Client.</p> <p>30.4. The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.</p>
E. Obligations of the Client	
31. Assistance to the Consultant	<p>31.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>a) Assist the Consultant by providing requisite information/documents as necessary to enable the Consultant to perform the Services.</p> <p>b) Provide to the Consultant any other assistance as specified in the SCC.</p>
32. Change in the Applicable Law	32.1. If, after the date of this Contract, there is any change in the applicable laws of Pakistan concerning taxes and duties which increases or decreases the cost incurred by the Consultant in

Related to Taxes and Duties	performing the Services, then the contract price shall be adjusted accordingly by agreement between the Parties hereto. Corresponding adjustments shall be made to the contract price specified in Clause GCC 34.1 .
33. Payment Obligation	33.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
F. Payments to the Consultant	
34. Contract Price	34.1. The Contract price is fixed and is outlined in the SCC . 34.2. Any change to the Contract price specified in Clause 34.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended the Terms of Reference in Appendix A in writing.
35. Taxes and Duties	35.1. The Consultant, Sub-consultants and Experts are responsible for meeting all tax liabilities arising from the Contract unless stated otherwise in the SCC . 35.2. As an exception to the above and as stated in the SCC , all locally identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
36. Currency of Payment	36.1. Any payment under this Contract shall be made in the currency specified in the SCC .
37. Mode of Billing and Payment	37.1. Billings and payments in respect of the Services shall be made as follows: 37.2. The total payments under this Contract shall not exceed the Contract price outlined in Clause GCC 34.1 . 37.3. The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A or as mentioned in SCC . The payments will be made according to the payment schedule stated in the SCC . 37.4. The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory. In this regard, the Client shall provide comments to the Consultant within thirty (30) days. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 37.5. All payments under this Contract shall be made to the Consultant's accounts specified in the SCC . 37.6. Except for the final payment, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

G. Settlement of Disputes	
38. Amicable Settlement	<p>38.1. Any dispute of any kind whatsoever shall arise between the Client and the Consultant 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.</p> <p>38.2. Any dispute in which a notice of intention to commence arbitration has been given under GCC sub-Clause 38.1 shall be finally settled by arbitration. The arbitration may be commenced before or after the completion of the Project. Arbitration proceedings shall be conducted under Arbitration Act 1940.</p> <p>38.3. 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 Client shall pay the Consultant any monies due the Consultant.</p>
H. Performance Guarantee	
39. Performance Guarantee	<p>39.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Client no later than twenty-eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Client and denominated in the currency in which the Contract Price is payable.</p>

Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of the Contract
1.1(a) and 3.1	The Contract shall be construed under the laws of the Islamic Republic of Pakistan.
4.1	The language is: Urdu/English
6.1 and 6.2	<p>The addresses are:</p> <p>Client :</p> <p style="text-align: center;">Attention : E-mail (where permitted):</p> <p>Consultant :</p> <p style="text-align: center;">Attention : E-mail (where permitted) :</p>
8.1	A joint Venture is Not Applicable.
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i></p> <p>For the Consultant: <i>[name, title]</i></p>
11.1	Effective Date of the Contract is <u> dd/mm/yyyy </u>
12.1	<p>Commencement of Services: <u> dd/mm/yyyy </u></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
13.1	Expiration of Contract: <u> dd-mm-yyyy </u>
34.1 & 34.2	<p>The contract price is: _____</p> <p>The contract amount "is not" subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e., in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the relevant revenue authority's instructions. FBR, SRB, etc.</p>
36.1	The currency of payment shall be PKR .

Appendices

- **Appendix A:** Terms of Reference
- **Appendix B:** Key Experts
- **Appendix C:** Contract Price
- **Appendix D:** Payment Schedule
- **Appendix D:** Notification of Award
- **Appendix F:** Acceptance Letter
- **Appendix G:** Integrity Pact
- **Appendix H:** Non-Disclosure Agreement (NDA)
- **Appendix I:** Form for Bank Guarantee

APPENDIX A - TERMS OF REFERENCE

Insert the text based on the Section VI (Terms of Reference) of the ITC in the RFP.

APPENDIX B - KEY EXPERTS

Insert a table based on Form TECH-5 of the Consultant's Technical Proposal.

Over Stamp Paper

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
**Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods,
Services & Works**

(Name of the Most Advantageous Consultant) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **(Name of the Most Advantageous Consultant)** 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 GoP, except that which has been expressly declared pursuant hereto.

(Name of the Most Advantageous Consultant) 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of the Most Advantageous Consultant) 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 right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **(Name of the Most Advantageous Consultant)** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **(Name of the Most Advantageous Consultant)** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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Procurement of Tax Consultancy Services for NIBAF Pakistan

THIS AGREEMENT is made on _____ between **NIBAF Pakistan (NIBAF)**, having its registered office on H-8/1, Islamabad, hereinafter referred to as the **DISCLOSING PARTY**

-and-

The **(Name of the Most Advantageous Consultant)**, a company having its registered office at -----, hereinafter referred to as the **RECEIVING PARTY**, the (hereinafter together referred to as “the parties”)

WHEREAS, the parties have entered into a contract on the procurement of consultancy services for incident response (hereinafter referred to as contract) and believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY**.

NOW, THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Purpose of this Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access and/or developed for the NIBAF Pakistan (NIBAF).

2. Confidentiality and Acknowledgement

“Confidential Information” means any information directly or indirectly concerning or related to them:

- Information about the activities of the NIBAF Pakistan (NIBAF).
- Information including but not limited to:
 - Policies
 - Procedures
 - Business Rules and Plans
 - Validation Checks, all project-related information
 - Process followed etc.
- Any other information the recipient obtained from the NIBAF Pakistan (NIBAF) deliberately or otherwise during this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information (*including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithms, know-how (whether oral, in writing, machine-readable or in any other form), formulas, processes, ideas (whether patent or not) and other technical, business, financial, customer and product development plans, forecast, strategies and information (whether electronically recorded, in writing or otherwise) which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as the **Confidential/Proprietary Information** of the Disclosing Party*) to the Receiving Party as per the agreed scope of

work. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat the above types of information as secret and shall not at any time for any reason permitted to be disclosed to any person or otherwise use any unpublished data relating to the NIBAF.

Further, the Receiving Party agrees:

- (i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- (ii) Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.
- (iii) Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate its relationship with the DISCLOSING PARTY internally,
- (iv) Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,
- (v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.
- (vi) Shall take the same care in protecting the Disclosing Party's Information as it protects its confidential information and in any event not less than that which a reasonable person or business would take in protecting its confidential information.
- (vii) Only disclose Information on a need-to-know basis to such of its employees, agents, and consultants as are under similar obligations of confidentiality as contained in this Agreement, including, but not limited to, the use of the Information for the contract only.
- (viii) That any information shared by the disclosing party shall not be disclosed even after the termination of the contract between the parties, if any disclosure is required under the applicable laws, the same shall be intimated to the disclosing party before any disclosure is made.

3. Term of agreement

This agreement shall commence as of the effective date and remain in full force.

4. Remedies

The RECEIVING PARTY acknowledges that in case of breach of this Agreement, Disclosing Party may, in addition to terminating the RECEIVING PARTY project or contract and taking other actions available to it, obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Receiving Party an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by the Disclosing Party.

5. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of the Islamic Republic of Pakistan.

6. Dispute Resolution:

In case of a dispute arising between the Parties regarding the terms under this Agreement, if not resolved amicably, it shall be referred to arbitration in accordance with the Arbitration Act, 1940, of Pakistan.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing, signed by each of the parties to the Agreement.

For and on behalf of the NIBAF Pakistan	For and on behalf of (Name of the Most Advantageous Consultant)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

Over Stamp Paper

To:

Sr. Joint Director Administration,
National Institute of Banking & Finance Pakistan
H-8/1 Pitras Bukhari Road,
Islamabad

WHEREAS (**Name of the Most Advantageous Consultant**) (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract **RFP No. NIBAF(Proc)/Tax-Consultancy/118611/2024** to “**Procurement of Tax Consultancy Services for NIBAF Pakistan**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a bank guarantee by a reputable commercial bank for the sum specified therein as security for compliance with the Consultant’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Consultant a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of **Rs. (Figures & Words)**. We undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract and without cavil or argument, any sum or sums within the limits of the amount of Security as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the ____ day of _____ 202__.

Signature and seal of the Guarantors

[name of a commercial bank or financial institution]

[address]
