

**Government of Pakistan
Ministry of National Food Security & Research**



REQUEST FOR PROPOSALS

(Bidding Documents)

**“Procurement of Services of an Audit Firm (s) / Company
for Stock Verification / Authentication of Sugar in Sugar Mills of Pakistan”**

Submission Date for Sealed Bids: 23rd December, 2022 (11:00 AM)

REQUEST FOR PROPOSALS

Procurement of Services of an Audit Firm (s) / Company for Stock Verification / Authentication of Sugar in Sugar Mills of Pakistan

The Ministry of National Food Security & Research (MNFS&R), Government of Pakistan, intends to procure the services of Audit Firm(s)/Company duly registered and on ATL of FBR, having satisfactory QCR Rating, registered with Audit Oversight Board (AOB), and must exist in category – “A” of State Bank of Pakistan’s Panel of Auditors. The Audit Firm (s) / Company are /is required to independently verify and authenticate the stocks of sugar lying in the sugar mills across the country (Package - Wise List of Sugar Mills is annexed in the RFP). Audit Firm (s) / Company is required to complete the entire exercise of stocks verification / authentication within a period of two weeks, starting from the letter of Award / Acceptance. Audit Firm(s) / Company shall submit Bid package wise and may opt to bid for all packages.

2. Eligibility criteria and the detailed Terms of Reference, Scope of Work is explained in the RFP Document, which is available on the MNFS&R/ PPRA website, which can also be downloaded by the prospective Bidders.

3. Sealed Bids are invited from eligible bidders. Bidding shall be carried out following the Single Stage - Two Envelop procedure as prescribed in PPRA Rules – 2004 (as amended from time to time). Method for selection of Audit Firm / Company shall be QCBS, as prescribed in PPRA’s procurement of Consultancy Regulations - 2010. Audit Firm(s) / Company are /is invited to submit their TECHNICAL and FINANCIAL Proposals as per procedure prescribed in the said rules / Regulations. Responsive Technical Bids shall be evaluated as per specified criteria and contract shall be awarded on the basis of weighted score of the bidder, weightage for Technical and Financial Proposal is 70:30 in this case. Bidder must obtain at least 75% marks to Technically Qualify. JV is not allowed.

4. Sealed bids, duly complete in all respects must reach the undersigned on or before 23rd December, 2022 (Friday) by 11:00 am (PST). Technical Bids will be opened on the same date at 11:30 am in the presence of bidders or their nominated representatives who wish to attend at MNFS&R, Committee Room, located on 3rd Floor, B-Block, Pak Secretariat, Islamabad. Financial Proposals of Technically Qualified Bidders shall be opened on 27th December, 2022 (Tuesday). Electronic submission of Bids is not allowed, each page of the Bid must be sealed and signed by an authorized individual of Audit Firm(s)/Company.

5. All Bids must be accompanied with a Bid Security of an amount not less than Rs. 100,000/- (Rupees one hundred thousand only) in the shape of a Pay-Order/Crossed Cheque in the name of Ministry of National Food Security & Research (MNFS&R), Government of Pakistan.

6. This advertisement is also available at PPRA’s website www.ppra.org.pk

(ZEESHAN MUSTAFA)

Section Officer (General)

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION:

The Sugar Advisory Board (SAB) is working under the Ministry of National Food Security & Research, which has a mandate inter-alia to monitor the production of sugar and sugar stocks in the country. The SAB advises the Government on key decisions relating to the sector, including the export / import of sugar in the country. Recently, Pakistan Sugar Mills Association (PSMA) has claimed that the country has surplus sugar stocks of more than one million Metric Tons (MT). Government has decided to verify and authenticate the claim of PSMA, prior any recommendation is made by SAB to the Government of Pakistan on export / import of sugar. In this regard, the MNFS&R (SAB) intends to hire the services of reputable Audit Firm(s) / Company to verify and authenticate the surplus stocks of the sugar mills, across Pakistan.

1. OPERATIVE LAW / REGULATION

1.1. Public Procurement Regulatory Authority Rules - 2004 (as amended time to time) read with Procurement of Consultancy Services Regulation - 2010 shall be the operative rules / Regulation for the instant procurement.

2. SCOPE OF SERVICES

2.1 The Auditor Firm (s) / Company shall physically verify each and every mill in the package(s) awarded (**Annexure – I,II,III,IV**) and verify the surplus, unsold sugar stocks lying with sugar mills and authenticate the sugar stocks, in accordance with International Accounting Standards and Best Practices, in the presence of mill owner or his authorized representatives and submit final verified stock , duly signed and sealed by the audit in respect of each mill under the package awarded (Preferably signature of mill owner or his Authorized Representatives may also be obtained on the stock sheet),duly reconciled with mill's accounts, accompanied by variation statement (if any).

2.2 Detail Scope of Services required are set out in the Terms of Reference at (**Annex -V**)

3. DURATION OF CONTRACT

3.1 The duration of the contract shall be for one month (30-days). Nevertheless, entire exercise as given in scope of services (2.1) is required to be completed in 15 – days, starting from the letter of award / acceptance.

4. ONE BIDDER ONE BID

4.1 Each bidder shall submit only one bid for one package. Joint Venture is not allowed. Nevertheless, Bidder can submit Bid for multiple Package (s). A bidder who submits or participates in more than one bid will be disqualified.

5. COST OF BIDDING

5.1 The bidder shall bear all costs associated with the preparation and delivery of his bid, and MNFS&R (SAB) will in no case be responsible or liable for those costs.

6. BIDDING DOCUMENTS

6.1 The bidders should examine the contents of the Bidding Document carefully. Failure to comply with the requirements of bid submission may lead to rejection of bid and disqualification of bidder.

7. CLARIFICATION OF BIDDING DOCUMENTS

7.1 The prospective bidder requiring any further information or clarification of the bidding documents may request MNFS&R in writing OR by Email or by visiting at the following address prior to three (3) days of the submission of bid date:

**M/o National Food Security and Research
(Sugar Advisory Board)**

3rd Floor, B-Block Pak Secretariat Islamabad
Ph: 051-9201639, Fax # 051-9206689,
Email: jsadmn.mnfsr2022@gmail.com

8. AMENDMENT OF BIDDING DOCUMENTS

8.1 At any time prior to the deadline for submission of bid, MNFS&R (SAB) may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment(s).

8.2 The amendment(s) once made shall be an integral part of the bidding document and shall be notified in writing, Email, OR Fax OR by posting on MNFS&R's website, to all the prospective bidders who have received the bidding documents, and will be binding for the services.

8.3 In order to facilitate the prospective bidder with reasonable time to consider the amendment in preparing its bid, MNFS&R (SAB) may, at its discretion, extend the deadline for the submission of bid.

9. MNFS&R'S RIGHT TO ACCEPT THE BID OR REJECT THE BID

9.1 MNFS&R may reject all bids or proposal at any time prior to the acceptance of a bid or proposal.

9.2 MNFS&R shall upon request communicate to any company/firm who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but it is not required to justify those grounds.

9.3. MNFS&R shall incur no liability, as per sub rule (2) of rule 33 of PPRA rules 2004.

B. PREPARATION OF BID

10. LANGUAGE OF BID

10.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and MNFS&R shall be written in the English language.

11. DOCUMENTS COMPRISING THE BID (CHECKLIST)

11.1 The bid prepared by the bidder shall be accompanied by the following documents:

- i. Covering Letter
- ii. Brief profile of the company.

- iii. Experience.
- iv. Tender documents duly signed & stamped on each page.
- v. Contact detail of concerns.
- vi. Prices to be quoted on Bid Form duly signed & stamped.
- vii. Proof of valid and active NTN registration, and ATL.
- viii. Proof of valid Registration of Firm / Company.
- ix. Copy of practicing license of Auditors on panel and Firm / Company as Auditor
- x. Authority Letter, authorizing Authorized Representative duly signed and stamped.
- xi. A certificate, on a stamp paper of Rs. 100/- duly signed by the authorized signatory that any Government / Autonomous body never blacklists the firm/company.
- xii. Proof of QCR Rating, Category - A listing of State Bank and AOB.
- xiii. All prospective bidder shall be required to furnish undertaking on a stamp paper of Rs.100/- duly signed by the authorized signatory, that neither they have been blacklisted by any of the public sector organization during the last two years or have gone into the court against such orders.

12. BID PRICES

12.1 The bidder shall complete the Bid in accordance with the instructions contained in this document. The prices shall be considered to be on the basis of ToRs quoted in the bid will be inclusive of Terms of References as mentioned. No extra payment shall be made on any account, whatsoever.

12.2 The Prices quoted in the bid should be in word/ figure form and inclusive of all kind of applicable taxes and out of pocket expenses. In case of any clarification or doubt, the prices quoted in words shall be preferred.

12.3 In case of claiming Tax exemption, the requisite tax exemption certificate shall have to be provided along with the bid documents failing which the claim shall not be entertained. The tax exemption certificates shall be attached with the financial bid.

13. SUFFICIENCY OF BID

13.1 Each bidder shall be expected to ensure as to the correctness and inclusion of rates, taxes and duties and prices in the bid, no claim shall be entertained if the prices quoted are stated to be without taxes. The Procuring agency shall take it for granted that all prices quoted are inclusive of taxes/duties/rates/charges whatsoever on the services by the Provincial and Federal Government or any other body competent to levy any charge.

13.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for the bid and entering into a contract for execution of the Work.

14. BID CURRENCIES

14.1 The unit rates and the prices shall be quoted by the bidder in Pak Rupees

15. BID VALIDITY PERIOD

15.1 The bid shall remain valid for Ninety (90) days which shall commence from the last date of submission of bid.

16. BID SECURITY

16.1 Bid Security (Earnest Money) equal to Rs. 100,000/- (Rupees one hundred Thousand Only in terms of rule 25 of PPRA Rules 2004 shall be submitted along with the bid) in the form of CDR/Demand Draft/Pay Order in favor of “**M/o National Food Security and Research**” must be attached with the Technical Bid, failing which the bid will be considered as non-responsive and shall be rejected.

16.2 The Bid Security will be returned to the unsuccessful bidder after 15 days of award of contract agreement to successful bidder(s).

16.3 The bid security of the successful bidder will be returned upon submission of the performance security or shall be adjustable against final payment.

16.4 Any bid not accompanied by an acceptable bid security shall be rejected by the MNFS&R as non-responsive.

16.5 Forfeiture of Bid Security:

16.5.1 If the bidder withdraws his bid during the period of validity; OR

16.5.2 In case, successful bidder refuse to complete the work, as per ToRs, bid security shall be forfeited.

16.5.3 In case of successful bidder, if he fails within the specified time limit to;

16.5.3.1 Sign the LOI/ Contract Agreement with MNFS&R in accordance with bidding documents.

16.5.4 If the successful bidder fails to deposit the performance security within the stipulated time in terms of rule 19 of PPRA Rule 2004, may be debarred or cross debar in all procurement processes for a period of six (6) months.

17. BID SUBMISSION PROTOCOLS

17.1 Single Stage - Two Envelop bidding procedure shall be adopted as per sub rule (b) of the rule 36 PPRA Rules - 2004.

17.2 Quality & Cost Based Selection will be adopted as per PPRA Regulation 3(B) of Consultancy Services Regulation - 2010.

17.3 All bids shall be submitted along with Letter of Intent (LoI), containing the following details:

17.3.1 Proposal for Verification / Authentication of Stocks

17.3.2 This will express willingness to carry out the requisite assignment

17.3.3 Introduction of Firm

- Brief description of International presence
- Brief description of Pakistan presence
- Brief description of presence in all Provinces especially in Sindh, Khyber

Pakhtunkhwa, and Punjab

17.3.4 Capability of the firm to do audit

Please explain why you are capable to perform this assignment.

C. SUBMISSION OF BID

18. SEALING AND MARKING OF BID

18.1 The bidder shall seal the bid, duly marking the envelope as “Appointment of External Audit Firm” and mailed to the following address:

(ZEESHAN MUSTAFA)

Section Officer (General)

Ministry of National Food Security & Research

Room No. 412, 4th Floor, B-Block, Pak Secretariat, Islamabad.

Ph: +92 (51) 9201270, FAX: +92 (51) 9210616

18.2 All bids shall consist of two parts i.e. Technical Bid and Financial Bid. Technical and financial bid (Sealed in separate envelope) should be placed in single envelope, which is also required to be sealed.

18.3 The Financial bids of all bidders unable to technically qualify shall be returned to the unsuccessful bidder unopened. A bidder having any grievance pertaining to technical evaluation may let its financial bid remained with the procuring agency till the decision by the grievance committee. All such financial bids shall according to the decision of grievance redressal committee either shall be made part of the bidding process or shall be returned unopened to the bidder concerned.

Note:

A misstatement/misrepresentation in any part of the RFP/Bidding Documents shall disqualify the firm.

19. DEADLINE FOR SUBMISSION OF BID

19.1 The bid must be received by the MNFS&R (SAB) Secretariat, at the specified in RFP, not later than 23rd December, 2022 till 11:00 am. MNFS&R (SAB) may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents and conveying to all bidders.

D. OPENING AND EVALUATION OF BIDS

20. OPENING AND EVALUATION OF TECHNICAL BID

20.1 The Technical bids shall be opened in the presence of Bidders or their Authorized Representatives on the date and time specified in the RFP

20.2. The technical proposal should be submitted and Evaluated using following standard forms:

- TECH-1 Technical Proposal Submission Form

- TECH-2 Technical Evaluation Criteria

21. OPENING AND EVALUATION OF FINANCIAL BIDS:

- 21.1 The Financial Bids of only Technically Qualified Bidders shall be opened in the presence of Bidders or their Authorized Representatives on the date and time specified in the RFP.
- 21.2 The Financial proposal should be submitted and Evaluated using following standard forms:
 - FIN-1 Financial Proposal Submission Form (Bid Form)
 - FIN.-2 Financial Evaluation Criteria

22. ANNOUNCEMENT OF EVALUATION REPORTS

- 22.1 MNFS&R in terms of rule 35 of PPRA Rule 2004 will announce the results of bid evaluation in the form of Evaluation Report, giving justifications for acceptance or rejection of bids, at least fifteen (15) days prior to the award of procurement contract.

E. AWARD OF CONTRACT

23. POST-QUALIFICATION AND AWARD OF CONTRACT

- 23.1 MNFS&R will award the contract to the bidder if its bid has been determined to be substantially responsive to the requirements as envisaged in the bidding documents and is considered “Most Advantageous Bid” under PPRA Rules – 2004 (as amended from time to time).

24. PERFORMANCE SECURITY

- 24.1 The successful bidder, will be required to submit performance security equal to 10% of contract value/price in the form of CDR/Pay order / Demand Draft in favor of MNFS&R within seven (07) days of the issuance of Letter of Award / Acceptance.
- 24.2 If the audit firms violate any of the terms and conditions of the contract, performance security shall be forfeited.
- 24.3 Failures on the part of the successful bidder to comply with any of the clause of contract shall lead to proceedings under rule 19(b) of PPRA Rules 2004.
- 24.4 The Performance Security shall be returned to the Contractor after the successful execution of the contract with a certificate of satisfactory performance of the contractual obligations by the end user i.e. MNFSR.

25. NOTIFICATION OF AWARD OF CONTRACT

- 25.1 MNFS&R will notify the successful bidder in writing by a registered post/in person that he has been declared as a successful bidder and shall be provided with the letter termed as “Letter of Acceptance / Award”.

25.2 The issuance of LoA will lead to signing of a contract with the successful bidder after fulfilling all the pre-requisites of contract award mentioned above (submission of performance guarantee) within the stipulated time. Any failure to comply with the requirement of LoA shall lead to proceeding as mentioned in clause 16.5.4.

25.3 RFP Document / Bidding Documents / TORs / All Annexures shall make an integral part of the Contract Agreement.

25.4 MNFS&R prior to signing of the contract with the successful bidder in terms of section 21 of the General Clauses Act 1897 reserve the rights to add, amend, vary or rescind the LOA terms and conditions.

25.5 Contract may be terminated with prior notice of one month by MNFS&R upon event of default as mentioned in contract agreement.

F. ANNEXURE

SUGAR MILLS WITH SUGAR STOCKS

Package	Region	Number of Sugar mills	Annex
Package-A	Lower Sindh	14	I
Package-B	Upper Sindh & Southern Punjab	17	II
Package-C	Central Punjab	12	III
Package-D	Northern Punjab & Khyber Pakhtunkhwa	14	IV
Total		57	

Source: PSMA Report dated 28th Nov 2022.

I. Package-A: Lower Sindh

Annex-I

S #	Mills Name & Address	Contact/Tel & Fax	Mills Location/ District
1.	Al-Abbas Sugar Mills Ltd., Pardeis House, Survey # 2/1, R.Y – 16, Old Queens Road, Karachi 74000.	Ph. 021-32470220-9 021-32470087 Fx. 021-32470090/32470467 E-mail: sugar@cyber.net.pk	Mirwah Gorchani Mirpurkhas
2.	Al-Noor Sugar Mills Ltd., 96-A, Sindhi Muslim Society, Karachi	Ph. 021-34550161-3, 021-34551990 Fx. 021-34556675 E.mail: alnoor@fascom.com	Taluka Moro Nawabshah
3.	Army Welfare Sugar Mills Ltd, Army welfare Trust, AWT Plaza, 6th Floor, The Mall, Rawalpindi.	Ph. (0297) 861205 Fx. (0297) 861733 E.mail: awsm@awt.com.pk	Badin
4.	Chamber Sugar Mills 2 nd Floor, Block-4, Hockey Club of Pakistan Stadium, Karachi	Ph. 021-35655131-4 Fx.021-35680533	Tando Allah Yar
5.	Faran Sugar Mills Ltd., Plot 43/1E, (B) PECHS Block 6, Off Razi Road, Shakra-e-faisal Karachi	Ph. 021- 111-229-269 Fx. 021- 34322864 E.mail: info@faran.com.pk	Sheikh Bhirkio Hyderabad
6.	Habib Sugar Mills Ltd., 3rd Floor, Imperial Courts, Dr. Ziauddin Ahmed Road, Karachi	Ph. (021)- 35680036-9 Fx. (021)- 35684086 E.mail: sugar@habib.com	Nawabshah
7.	Matiari Sugar Mills Ltd., C-48, KDA Scheme No.1 Karachi. 75350	Ph. (021)-345213823/ 34529698 Fx. (021)- 34541734 E.mail: matsug@attglobal.net	Matiari Hyderabad
8.	Mehran Sugar Mills Ltd., 14-B, 14 th floor, Dolmen City, Executive Tower, HC-3, Block # 04, Marine Drive, Clifton Karachi	Ph. (021)-35297814 Fx. (021)- 35297818-27 E.mail: msm@mehransugar.com	Tando Allah Yar Hyderabad
9.	Mirpurkhas Sugar Mills Ltd., 2 nd Floor, Modern Motors House, Beaumont Road, Karachi.	Ph. (021)-111-345-111/ 35682565-7 Fx. (021)-35682839 E.mail: msmho@sat.net.pk , saeed.uuzaman@gfg.com.pk	Mirpurkhas
10.	Sakrand Sugar Mills Ltd., 41-K, Block -6 , P.E.C.H.S., Karachi	Ph. (021)-111-484-848/34531637, 34531642 Fx. (021)- 34546456/34535374 E.mail: admin@sakrandsugar.com	Qazi Ahmed Nawabshah
11.	Sanghar Sugar Mills Ltd., Clifton Centre Room 204, clifton Block 5- Karachi	Ph. (021)-35371441-3 Fx. (021)- 35371444 E.mail: info@sangharsugarmills.com	Sindhri Sanghar
12.	Shahmurad Sugar Mills, Ltd., 96-A, Sindhi Muslim Society, Karachi	Ph. (021)-34550160-3 Fx.(021)-34556675 E.mail: alnoor@fascom.com	Jhok Sharif Thatta
13.	Sindh Abadgar Sugar Mills Ltd., 209, 2 nd Floor, Progressive plaza, Beaumont Road, Karachi	Ph. (021)-35638212-3 Fx. (021)-35638219 E.mail: fasm@unitedgroup.org.pk	Deenpur Hyderabad
14.	Tandoallayar Sugar Mills Ltd., 2 nd Floor, Hockey Club of Pakistan Stadium, Karachi	Ph. (021)- 35655131-4 Fx. (021)- 35680533	Tando Alla Yar

II. Package-B: Upper Sindh and South Punjab

Annex-II

a) Upper Sindh

S #	Mills Name & Address	Contact/Tel & Fax	Mill Location/ District
1.	Alliance Sugar Mills. Pvt. Ltd 3B Nisar Colony Nisar Road, Lahore Cantt.	Ph. 042-36660051-52, Fax 042-36660065 Email info@alliancesugar.com	Ubauro Ghotki
2.	Deharki Sugar Mills Ltd., 17-Abid Majid Road, Lahore Cantt.	Ph. 042- 36664891-96 Fx. 042- 36654490	District Ghotki
3.	JK (Gulf) Sugar Mills Ltd., 13-B, Block K, Main Boulevard, Gulberg –II, Lahore.	Ph. (042)-35750018 Fx. (042)-35761099	Khambhara Distt Ghotk
4.	J.D.W-III (Ghotki) Sugar Mills Ltd., 17-Abid Majeed Road, Lahore Cantt.	Ph. +92-42-36664891-96, (0723) 662051 E.mail: jdwho@jdw-group.com	Channu Ghotki
5.	Khairpur Sugar Mills Ltd., 3 rd Floor, Plot No. 15-C, 9 th Commercial Lane Phase-V, Zamzama, D.H.A Karachi.	Ph. (021)- 35810771-5 (021)- 35810776 E.mail: headoffice@jumanigroup.com	NarooDhoro Khairpur
6.	Ranipur Sugar Mills Ltd., Plot No. 23-f/1, Block -6, PEACHS Karachi.	Ph. (021)-34314854-8 Fx. (021)-34314857 E.mail: ranipursugar@gmail.com	Ranipur Khairpur
7.	SGM Sugar Mills Ltd., (Sardar Ghulam Mohammad) 211, 2nd Floor, Progressive Plaza, Beaumont Road, Karachi	Ph. (021)-35638212-16 Fx. (021)-3563219 E.mail: info@sgmsugar.com	Jarwah Road, Ghotki

b) Southern Punjab

S #	Mills Name & Address	Contact/Tel & Fax	Mill Location/ District
1.	Adam Sugar Mills Ltd., 1 st floor Haji Adam Chambers, Road, Altaf Hussain New Chalili Karachi. Liaison Office: 345-A-I, Gulberg-III, Opp-Wyeth Laboratories, Lahore.	Ph. (021)-32417812-17 (042)-35757216 Fx. (021)-32427560, (042)-35874220 Email:Info@adam.com.pk asmlho@adam.com.pk	Chistian Bahawalnagar
2.	Ashraf Sugar Mills Ltd., 11-Upper Mall, Lahore.	Ph. (042)-35717333-555/35718333 Fx. 35716999, E.mail: info@asml.org.pk ,	Ashrafabad Bahawalpur
3.	JK Sugar Mills Ltd., 61, Main Boulevard Gulberg-II,Lahore	Ph. (042)-35761095, Fx. (042)- 35763247 E.mail: abid@jksugarmills.com	Mian Channu Khanewal
4.	Etihad Sugar Mills Ltd., House#3, Bawa Park, Upper Mall, Lahore	Ph. (042)- 35751865-66, Fx 35712293 , Email: sohail.dil@etihad.com.pk	Karamabad Rahim Yar Khan
5.	Fatima Sugar Mills Ltd., 2 nd Floor Trust plaza, LMQ Road, Multan. E-11, khayaban-e- Jinnah, Lahore cantt	Ph. 061-4512031, 042-111-328-462 Fx. 061-4884282 E.mail: fatmagrp@mul.paknet.com.pk	KotAddu Muzafargarh
6.	Hamza Sugar Mills Ltd., A/22, S.I. T. E. Mauripur Road, Karachi	Ph. (021)-32561101-5/ 068-5582256 Fx. (021)- 2561873/ 068-5582043 E.mail: hamza_sugar@yahoo.com	Khanpur Rahim Yar Khan
7.	RYK SMs Ltd 75/4D Sarfraz Rafiqui Rd, Lahore Cantt	Ph 042 36601381-4 -068-5882101 Fx. 36601385, email: info@rykmills.com	Rahim Yar Khan
8.	JDW-I SMs Ltd 17-Abid Majeed Rd Lahore Cantt	Ph 42-3664891-2 E.mail: jdwho@brain.net.pk	Mouza Shirin Rahim Yar Khan
9.	JDW-II United SMs Ltd 17-Abid Majeed Rd Lahore Cantt	Ph 042-3664891-2 Email mjaffar@jdw.group.com	Sadiqabad Rahim Yar Khan
10	Indus SMs Ltd 17-Tipu Block, New Garden town, Lahore	Ph 042-35882801-3 Email info@indussugar.com	Rajan Pur

III. Package-C: Central Punjab

Annex-III

S #	Mills Name & Address	Contact/Tel & Fax	Mills Location/ District
1.	Baba Farid Sugar Mills Ltd., 2-D/1 Gullberg-III, Lahore	Ph. 044-2522878 Fx. 044-2522978, Email: javediqbal@bfm.com	Faisalabad Okara
2.	Huda/Seven Star Sugar Mills Pvt Ltd., Suit # 411, 4 th Floor, Progressive, Plaza Beaumont Road, Karachi	Ph. (042)- 35644081-82 E.mail: finance@sevenstarsugar.com	Sangla Hill Nankana Sahib
3.	Hunza Unit –I Sugar Mills Ltd., 1-A, New Muslim Town, Lahore.	Ph. 042-111-161-161 Fx.042-35882945/35862245 E.mail:hunzasugar.headoffice@gmail.com	Shahkot
4.	Hunza Unit –II Sugar Mills Ltd., 1-A, New Muslim Town, Lahore.	Ph: 042-35882941-4 Fx.042-35882945/35862245 Email: hunzasugar.headoffice@gmail.com	Faisalabab
5.	Husein Sugar Mills Ltd., 180-A abubakr block New Garden, Town, Canal road Lahore.	Ph. (042)-111-111-476 Fx. (042)-35830181-4 E.mail: info@huseinsugarmills.com	Jaranwala Faisalabad
6.	Two Star Industries Ltd., Umar Group of ompanies, City Tower 9 th floor 6 K main Boulevard Gulberg-II, Lahore	Ph. 042-111-130-130 Fx. 042--5770015 E.mail: lhroffice@umargroup.com www.twostar.com.pk	Kamalia Toba Tek Singh
7.	Pattoki Sugar Mills Ltd., 42-G,Firdous Market, Gulberg III, Lahore.	Ph. (042)- 35884180-5 Fx (042)- 35884138-40 E.mail: qaisarabbas@gmail.com imporientchemicals@gmail.com	Pattoki Kasur
8.	Safina Sugar Mill 2D-1, Gulberg III, Lahore	Ph. (042)-35771070-71, (042) -35771068 Fx. (042)-35756687/35771175 Email: info@thalindustries.com	Lalian Jhang
9.	Rasool Nawaz SM (Pvt) ltd Gourmet Foods (unit 6) Mauza Bhubatian Stop Main defence Rd Lahore	Ph 042-35966157 Email: muhammad.aamer@gourmetpakistan.com	Gojra Faisalabad
10	Tandianwala-I SMs Ltd 66-I, Gulberg, Lahore	Ph 042-35874903 Fax 042-35710929 Email tsmilho@tsmlgroup.com	Kanjwani Faisalabad
11	Tandianwala-II SMs Ltd 66-I, Gulberg, Lahore	Ph 042-35874903 Fax 042-35710929 Email tsmilho@tsmlgroup.com	Kanjwani Faisalabad
12	Sheikhoo SMs Ltd 28-CCA, C-Block Ph-VI, DHA, Lahore	Ph 042-35728901 Email admin@sheikhoosugar.com	Kot Adu Muzaffargarh

IV. Package-D: North Punjab & Khyber Pakhtunkhwa

Annex-IV

a) North Punjab

S #	Mills Name & Address	Contact/Tel & Fax	Mills Location/ District
1.	SW Sugar Mills Ltd., CDA Industrial Triangle, Kahuta Road, Islamabad	Ph. (051)-4490490-4, Ext 298 Fx. (051)-4490497 E.mail: sarfarzahmad@swsugar.com.pk	Sillanwali Sargodha
2.	Noon Sugar Mills Ltd., 67 Garden Balock New Garden Town, Lahore	Ph. (042)-35442820 Fx. (042)- 35788468 E.mail: info@noonsugar.net	Bhalwal Sargodha
3.	Popular (Ex-National) Sugar Mills Ltd., 311-Chapal Plaza, HasratMohani Road, II Chundrigar Road, Karachi	Ph. (021)-111-117-117 E.mail: info@populargroup.com.pk www.populargroup.com	Jan Muhammadwala Sargodha
4.	Jauharabad Sugar Mills Ltd., 125-B, Quaid-e-Azam Industrial Estate , Gate No. 4, kotlakhat, Lahore.	Ph. (042)- 35213490-2-3 Fx. 35213490 E.mail: amtax@jsml.com.pk cfo@jsml.com.pk	Jauharabad Khushab
5.	Darya Khan SMs Ltd 42-G, Firdous Market, Gulberg III, Lahore	Ph. 042-35884180-5 E.mail: qaissarabbas@gmail.com	Darya Khan Bhakkar
6.	Shahtaj Sugar Mills Ltd., 72/C-1, MM Alam Road Gulberg III Lahore	Ph. (042)-35710482-84 Fx. (042)-35711904 E.mail: mail@shahtajsugar.com	Mandi Bahauddin Gujrat
7.	Al-Moiz Industries Ltd., 2-D-1, Gulberg-III, Lahore	Ph. (042)-35771066-71, 0966-720910 Fx. (042)-35756687/35771175 E. mail: Bilal.bhatti@almoiz.com	Mianwali Punjab
8.	Layyah SMs Ltd 2D-1, Gulberg III, Lahore	Ph 042-35771066-71 Email nauman.khan@almoiz.com	Layyah

b) Khyber Pakhtunkhwa

S #	Mills Name & Address	Contact/Tel & Fax	Mills Location/ District
1.	Chashma-I Sugar Mills Ltd., Unit1, University Road, Dera Ismail Khan	Ph. (0966)750090-91 Fx. (0966)750092 E. Mail: csmdik@brain.net.pk	D.I. Khan
2.	Chashma-II Sugar Mills Ltd., Unit 2, Ramak, Dera Ismail Khan	Ph. (0966)756365, Fx. (0966)756327 E-mail: Csm2.ramak@gmail.com	D.I. Khan
3.	Tandlianwala (Zamand) Sugar Mills Ltd. (Ext. Zamand) 66-L, Gulberg II, Lahore.	Ph. 0966-756153/756158 Fx. 0966-756301/756298 E.mail: tsmlzamand@yahoo.com	Miran Dera Ismail Khan
4.	Al-Moiz Industries Ltd., 2-D-1, Gulberg-III, Lahore	Ph. (042)-35771066-71, 0966-720910 Fx. (042)-35756687/35771175 E. mail: Bilal.bhatti@almoiz.com	Chashma D.I. Khan
5.	Khazana Sugar Mills Ltd., Khazana, Peshawar	Ph. 091-2041694/2045732, Fx. 091-2040550 E-mail: khazanamail@gmail.com	Peshawar
6.	Premier Sugar Mills Ltd., Mardan.	Ph. 0937-862051-2, Fx. 0937-862989 E.mail: psmmndn@premiergroup.pk	Mardan

V. TERMS OF REFERENCE

for

Verification and Authentication of Sugar Stocks of Sugar Mills

I. Audit Report (Mill-wise), must contain:

1. Sugar Produced 2021-22
2. Sugar sold till 25 November 2022
3. Sugar stocks unsold as on 25 November 2022
4. Sugar stocks as on the Day of visit of the audit firm
5. Contracts in hand/outstanding delivery orders on the day of visit of the audit firm

II. Detailed report:

1. List, contact details and dates of sugar mills visited.
2. Procedures performed/methodology adopted for stock verification / authentication.
3. High-level summary of audit findings and detail inventory.
4. Recommendations.
5. Digital pictures and scanned copies of report (10 set)

III. Submission of Final Report:

1. As specified in the Bidding document

TECH-1: FORM FOR SUBMISSION OF TECHNICAL PROPOSAL

Date_____

To:

Section Officer (G.A),
M/o National Food Security and Research
(Sugar Advisory Board)
B-Block Pak Secretariat, Islamabad.
Ph: +92 (51) 9201639, Fax +92 (51) 9206689

Dear Sir,

We, the undersigned, offer to provide the Stock Verification/ Authentication Services for M/o National Food Security and Research (Sugar Advisory Board), in accordance with your RFP for hiring of auditor given in press on 9th December, 2022. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true.

Bidder / Authorized Signatory

VII. CRITERIA FOR TECHNICAL EVALUATION

a. Mandatory Requirements:

i. Firm has a valid QCR rating and name appearing in the list of QCR firm issued by ICAP as at the date of finalization of the procurement.

ii. Firm is listed in Category “A” of SBP.

iii. If any of the above-mentioned mandatory criteria is not fulfilled, then the proposal will not be evaluated further

iv. If an audit firm / company fulfilled the above enumerated requirements, then the technical proposal will be further processed as follows:

Criteria	Marks	Comments
Firm's Audit experience of Sugar Sector	06	<ul style="list-style-type: none"> Minimum 5 clients each year for the last preceding 5 years.
Registered offices	04	<ul style="list-style-type: none"> 4 marks if office is in Islamabad and 1.5 marks for each office in provinces of Pakistan
Brief Audit plan of each package for timely completion of Audits.	40	<ul style="list-style-type: none"> Annex detail Plan
No. of Partners in firm in Pakistan	20	<ul style="list-style-type: none"> 10 marks for 10 or more partners Deduct 0.5 mark if number of partners are less than 10 for each partner.
No. of Qualified staff deputed for this activity	20	<ul style="list-style-type: none"> 10 marks for 5 or more FCA 05 marks for 5 or more ACA Deduct 01 mark if number of qualified staff is less than 5 in both cases for each staff.
Affiliation with an international firm	10	<ul style="list-style-type: none"> 15 marks if firm is affiliated with international firm Nil marks if no affiliation with international firm
<p>Note: Minimum qualifying marks are 75% i.e.; firms obtaining at least 75% marks in technical evaluation shall be eligible for financial evaluation and weightage of Technical Evaluation in overall score is 70</p>		

VIII. CRITERIA FOR FINANCIAL EVALUATION:

Criteria	Marks	Comments
Three years Audited Accounts of the firm. (2020-22) `	20	<ul style="list-style-type: none"> • 15 Marks for 3 years Audit Reports • 10 Marks for 2 years Audit Reports • 05 Marks for 1 years Audit Report
Last Three Years Tax return of the firm.	20	<ul style="list-style-type: none"> • 15 Marks for 3 years Tax Returns • 10 Marks for 2 years Tax Returns • 05 Marks for 1 years Tax Return
Affiliation with an international firm	05	<ul style="list-style-type: none"> • 5 marks if firm is affiliated with international firm • Nil marks if no affiliation with international firm
Annual Turn over	20	<ul style="list-style-type: none"> • 01 Mark for each M, Max. 20
Cash Flow / Liquidity during 2021-2022, 2022 – 2023	25	<ul style="list-style-type: none"> • 01 Mark for each M, Max. 20
Closing balance in Bank as on 30-11-2022	10	<ul style="list-style-type: none"> • 01 Mark for each M, Max. 10

- After Ascertaining Financial capability on the basis of above Marks will be evaluated as per the following formula:
- Financial Score = $30 \times \frac{\text{Amount quoted by the lowest bidder on Bid Form}}{\text{Amount quoted by the bidder whose financial score is to be calculated}}$

IX. BID FORM

Financial Bid Form

From,

.....
.....

Contact No. (Mobile and Landline)

To,

Section Officer (GA), M/o NFSR, Islamabad

Having read and understood the contents of detailed advertisement, Instructions, terms and conditions, I/we hereby submit (in separate sealed cover) our Financial Bid for the assignment in line with ITB:

Total Fee for Package - ____	_____
Total Fee for Package - ____	_____
Total Fee for Package - ____	_____
Total Fee for Package - ____	_____
Grand total	=====

Sign and seal of offeror (s) and date

X. SAMPLE CONTRACT

Contract for Consultant's Services

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Procuring Agency 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 Procuring Agency 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;

- (c) the Procuring Agency has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate:]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

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) Bidding Documents with all its annexures:

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 Annexures. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant in accordance with 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 *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

G. General Conditions of the Contract

A. General Provisions

1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- (e) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.

- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (q) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government

financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

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

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

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

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

B. Commencement, Completion, Modification and Termination of Contract

- | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |

- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

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

a. By the Procuring Agency

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

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

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

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

- b. Law Applicable to Services** 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 21. Conflict of Interests** 21.1 The Consultant shall hold the Procuring Agency’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts

- Conflicting Activities** their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

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

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

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the

project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

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

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

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

31. Replacement of Key Experts

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

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

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key

Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

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

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

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

34. Replacement/ Removal of Experts – Impact on Payments

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

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**.

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

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

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such

amounts as may be earned therein by the Experts in the execution of the Services.

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

37. Access to Project Site

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

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

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

39. Services, Facilities and Property of the Procuring Agency

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

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

40. Counterpart Personnel

40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to

be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

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

40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

**41. Payment
Obligation**

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

F. Payments to the Consultant

42. Ceiling Amount

42.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

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

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

**43. Remuneration
and
Reimbursable
Expenses**

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

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

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

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

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

44. Taxes and Duties

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

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

45. Currency of Payment

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

46. Mode of Billing and Payment

46.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other

form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this

Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

H. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of Pakistan.</p> <p>PPRA Rules – 2004 as amended from time to time</p>
4.1	The language is: English.
6.1 and 6.2	<p>The address of Procuring Agency uis</p> <p style="text-align: center;">Section Officer (General) Ministry of National Food Security & Research Room No. 412, 4th Floor, B-Block, Pak Secretariat, <u>Islamabad</u>. Ph: +92 (51) 9201270, FAX: +92 (51) 9210616</p>
8.1	<i>N/A</i>
9.1	S.O (G.A)
11.1	<i>Signing of valid Contract</i>

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p style="text-align: center;">Default of Contract</p>
13.1	<p>Commencement of Services:</p> <p style="text-align: center;">Date specified in LOA</p>
14.1	<p>Expiration of Contract:</p> <p style="text-align: center;">Date specified in Contract</p>
21 b.	<p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p style="text-align: center;">Yes</p>

<p>23.1</p>	<p>No additional provisions</p> <p>The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency’s property, shall not be liable to the Procuring Agency:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Procuring Agency’s country, or insert “applicable law in the Procuring Agency’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency’s country].</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p style="text-align: center;">Nil</p>
<p>27.1</p>	<p style="text-align: center;">N/A</p>
<p>27.2</p>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish</i></p>

	<p><i>to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.]</p>
29. Code of Conduct	The Consultant is “required” to have a Code of Conduct for Experts as per the policy of the Authority.
33. Removal of Experts or Sub-consultants	<i>N/A</i>
36.1 (a) through (f)	<i>N/A</i>
36.1(f)	<i>Deleted</i>
42.2	<i>Deleted</i>
43.3	No Price Adjustment is allowed
44.1 and 44.2	Deleted
45.1	<p>The currency [currencies] of payment shall be the following:</p> <p><i>Pak Rupees</i></p>
46.1(a)	<i>No Advance shall be paid</i>

<p>46.1(b)</p>	<p><i>[Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Procuring Agency itemized statements at time intervals of “every week”].</p>
<p>46.1(e)</p>	<p>Deleted</p>
<p>47.1</p>	<p>Deleted</p>
<p>49.</p>	<p><i>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]</i></p> <p>Dispute Resolution</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940,

however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.