

Request for Proposal

Selection of Consultant

for

Design, Documentation & Project Supervision

Of

Digitalization of SPSC Recruitment System



16th May 2023



SINDH PUBLIC SERVICE COMMISSION

Email: info@spsc.gov.pk, Website: www.spsc.gos.pk, www.pprasindh.gov.pk

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Section 2. Instructions to Consultants



Instructions to Consultants

Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant sub contracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.



2. Introduction

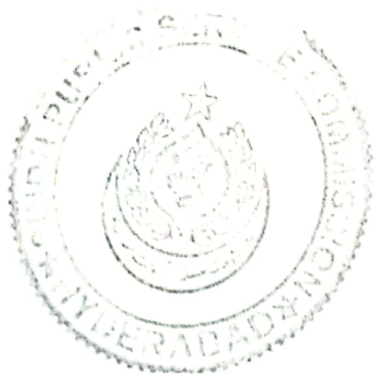
- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit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

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than



consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such



barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached here to for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A)

6. Eligible Consultants

- 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR 2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

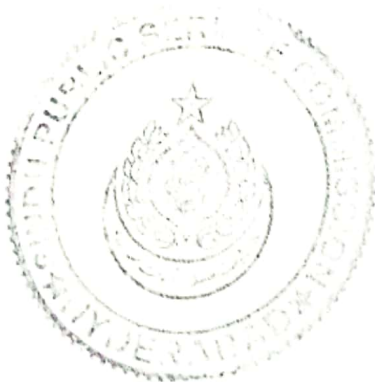
8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be



Less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and /or other firms or entities in a joint venture or sub-

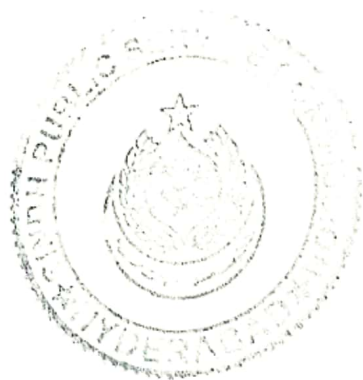


consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

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



staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

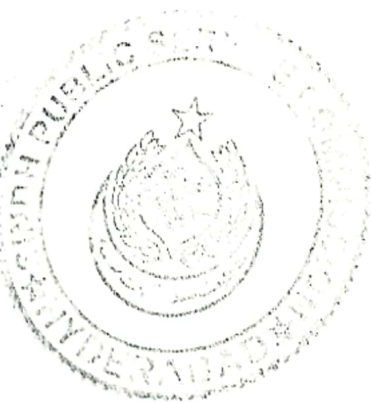
15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)



shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation forward of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant’s Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum



qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

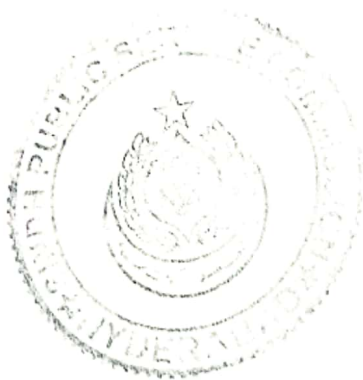
19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.

19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.



20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical Negotiations

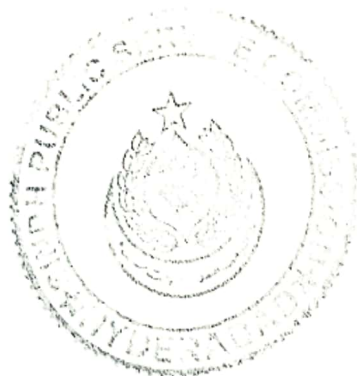
21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial Negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional Staff/Experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within



The period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the Rejection of its Proposal.



Data Sheet

1.1	<p>Name of the Assignment is: Selection of Consultant for Design, Documentation & Project Supervision of the Project: "Digitalization of SPSC Recruitment System"</p> <p>The Name of the PA's official(s): Sindh Public Service Commission</p> <p>Address: Office of Sindh Public Service Commission, Thandi Sarak, Hyderabad.</p> <p>Telephone: 022-9900246</p> <p>Facsimile: _____</p> <p>E-mail: <u>info@spsc.gov.pk</u></p>
1.2	<p>The method of selection is: Rule 72 (2) Quality Based Selection Method</p> <p>The Edition of the Guide lines is: N/A</p>
1.3	<p>Financial Proposal to be submitted to get herewith Technical Proposal:</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
1.4	<p>The PA will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> • SPSC Officers for discussion • Samples of documents and data • Sitting facility without laptops and Internet • Meeting room
1.5	<p>The Proposal submission address is: Secretary, Sindh Public Service Commission, Thandi Sarak, Hyderabad</p> <p>Proposals must be submitted no later than the following date and time:</p>



1.6	Expected date for commencement of consulting services 08 th June, 2023 at: 03:00 PM, Head Office: Sindh Public Service Commission, Thandi Sarak, Hyderabad
9.1	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
10.1	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: Secretary, Sindh Public Service Commission, Thandi Sarak, Hyderabad Facsimile: 022-9200162 E-mail: info@spsc.gov.pk
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Short listed Consultants may associate with other shortlisted Consultants: Yes _____ No <input checked="" type="checkbox"/>



11.2	The available budget is: PKR 20 Million
13.1	The format of the Technical Proposal to be submitted is: FTP <input checked="" type="checkbox"/> , Or STP _____
13.2(vii)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/> [If yes, provide appropriate information]: _____
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: Any taxes/charges to be determined by the consultant and should be part of financial proposal
16.2	Consultant must submit the original and 3 copies of the Technical Proposal, and the original of the Financial Proposal.



Section I –
Letter of
Invitation

Compliance to Eligibility:

Only those consulting firms should submit this RFP, who fully comply with the following list of eligibility criteria.

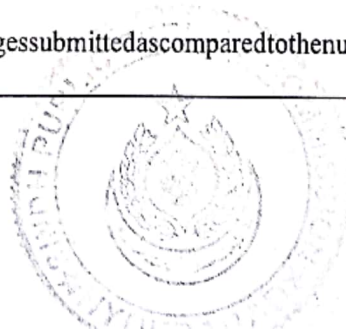
1. Has at least 5 years of experience in project management and software development using contemporary tools and techniques. (Technology Solution Providers, Software houses or Audit firms having software development wing/team with software development experience)
2. Has office in Hyderabad/Karachi.
3. Has at least 2 successfully delivered software and hardware solutions similar in scale to the one required by PA, currently are in operation and with satisfied customers. (In case of Technology and Audit firms, they may have software development and deployment wing or the team having been part of such technology solutions in their previous experiences)
4. Has experience in
 - Journey maps
 - Developing professional requirement documents
 - Software Acquisition and Implementation vendor on boarding, including evaluation for selection.
 - Software QA for Functional & Non-Functional features
 - Project Management
 - Software Application Roll-Out
 - Security testing (In case consultant does not have this expertise, then may provide through acquiring services from other firm/ individual)
 - Data Privacy Testing (In case consultant does not have this expertise, then may provide through acquiring services from other firm/ individual)
 - Deep understanding of the latest hardware technologies
 - Proven track record and experience in successfully implementing computer hardware and networking solutions, with similar projects completed in the past.
5. Has expertise in the current technology stack like MERN, tools like Smaply, and methodologies like Agile, required for the project.
6. Has a team of experts with the necessary certifications and qualifications, including Business Analysis Professional, Project Management Professional and Software Quality Assurance Professionals
7. Can provide references and case studies from previous projects that are similar in scope and complexity to the current project
8. Can provide positive feedback from previous clients
9. Is financially stable and has the necessary resources to complete the project successfully
10. Complies with all relevant laws, regulations, and policies, including those related to data privacy, security, and ethical conduct
11. Not Black listed
12. Has a quality assurance process in place to ensure that the project deliverables are as per required standard, best practices and meets all specifications as per the contemporary professional needs.

13. Has a robust security protocol to protect sensitive data
14. Has its own project management process in place using tools like Trello, to ensure the project is delivered with high quality, on time, and to the actual requirements of the client.
15. Can provide regular updates and progress reports



Evaluation Criteria	
<p>Criteria, sub-criteria, and points system for the evaluation of Full Technical Proposals are (Note: Only those will be evaluated who are fully compliant to the Eligibility given above in this data sheet):</p>	
	<u>Points</u>
(i) Specific experience of Consultants relevant to the assignment: <i>The experience will be considered in case the firm consistently follows required or further improved standard with evidence that the current team to work on this project has experience.</i>	[5]
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Professional approach	[10]
(In fulfilling the assignment, expecting consulting firms approach, something like a combination of technical expertise, effective communication, attention to detail, collaboration, and a commitment to continuous learning and improvement, etc)	
b) Methodology (how and what tools will be used) with evidence of previous working	[15]
c) Team roles working on this project (Justify that this would be the best roles to execute this project. Give contingency plan in case someone no longer available)	[10]
Total points for criterion (ii):	[35]
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader with experience in business analysis, project management and QA	[10]
b) Expert in BRD and Journey Mapping using tool like Smaply	[20]
c) Expert in Project Management tool	[5]
d) Expert in QA mainly Functional and Non Functional features	[15]
e) Expert in VAPT and data privacy testing	[10]
Total points for criterion (iii):	[60]
<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p>	
1) Adequacy for the assignment (Analytical skills, Communication skills, Creativity, Attention to detail, Empathy and Flexibility)	[70%]
2) Technical knowledge for this assignment	[20%]
3) Experience	[10%]
Total weight: 100%	
Total points for the five criteria: 100	
<p>The minimum technical score St required to pass is: 70 Points</p>	

¹ Consideration may also be given to the number of pages submitted as compared to the number recommended under para. 3.4 (c) (ii) of these Instructions.



20.1	Expected date and address for Pre-Proposal Meeting: 26 th May 2023 at 03:00 PM Head Office: SPSC, Thandi Sarak Hyderabad.
24.2	Successful consultant is required to submit performance security of One Million Rupees in form of pay order, demand draft or bank guarantee.
5.1	Consultant under take to sign Integrity Pact for the procurement estimated to Exceed Pak Rs.2.5 million.



Section 3. Technical Proposal-Standard Forms

[Comments in brackets] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Important ! Please ensure that you provide all the details, to facilitate Procuring Agency (PA) in checking the compliance to Eligibility and then Technical Evaluation. PA will call the consultant to present themselves as the best candidate for this task, complying all the requirements.



FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

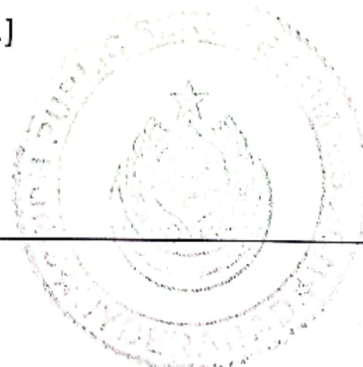
Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are here by submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

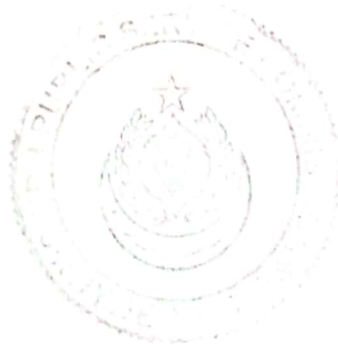


For FTP Only

FORMTECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A-Consultant's Organization

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



B-Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US \$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff - months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description no of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

For FTP Only

FORMTECH-3.COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA.

A-On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).Such suggestions should be concise and to the point, and incorporated in your Proposal.]



B-On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, equipment, data, etc.]



FORMTECH-4. DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN AND TEAM ROLES FOR PERFORMING THE ASSIGNMENT

[Comments in brackets provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three sections:

Professional Approach. In fulfilling the assignment, expecting consulting firm's approach, something like a combination of technical expertise, effective communication, attention to detail, collaboration, and a commitment to continuous learning and improvement, etc.

You should also explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems/risk envisioned and, explain the approach you would adopt to address them.

Methodology and Work Plan. How and what tools will be used. You should propose the main activities of the assignment, tools that will be used, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the approach, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents and outputs, including reports, user mappings, and tables to be delivered as final output, should be included here.

Team Roles (Organization and Staffing). List and justify that these would be the best roles to execute this project. Give contingency plan in case someone would no longer be available. You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



FORM TECH – EXPERIENCE

Provide details of the relevant projects completed that should help in assessing the experience in related work. Also provide references to contact for verification.



Technical Proposal Evaluation Summary

- 1) The Consultants will first be checked for the eligibility, as per the requirements in eligibility criteria.
- 2) Only those complying with the eligibility will further be technically evaluated.
- 3) Those who do not comply with the eligibility, their bids will be returned without opening the financial proposal.
- 4) In case of only one Consultants securing equals to or greater than 70% score in technical evaluation, SPSC may decide to lower the cut-off score for technical qualification.
- 5) During the technical evaluation no amendments by the Consultants in the technical proposal shall be permitted;
- 6) **Methods for Selection of Consultants will be as per SPPRA rule 72 (2) Quality Based Selection Method, as mentioned in the data sheet as well.**
 - a) This method shall be used only in case of highly specialized, innovative and complex assignments, where quality is the only factor taken into consideration.
 - b) In Quality Based Selection method the technical proposal which attains the highest score according to the criteria mentioned in the bidding documents shall be selected without any consideration for cost.
 - c) The selected firm shall be asked to submit its financial proposal and invited to negotiate the financial proposal and the contract.



FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Membership of Professional Associations:** _____

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

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

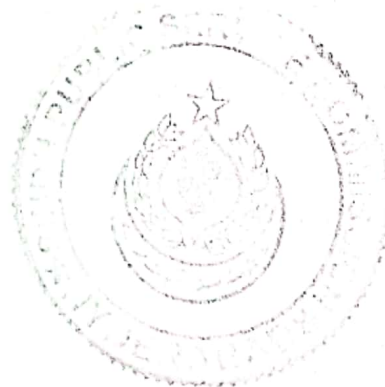
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____



<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful mis statement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____



Section 4. Financial Proposal-Standard Forms

[Comments in brackets[] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.



Section 4. Financial Proposal

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of Pak Rupees [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

We remain,

Yours sincerely,

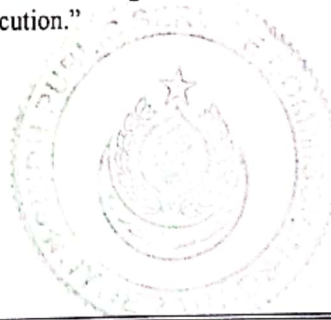
Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."



**Section 4 –
Financial Proposal Details**

Financial Proposal details shall be provided according to the instructions provided in this RFP and keeping in view the selection method indicated in the Letter of Invitation. The amount must be in Pak Rupees.

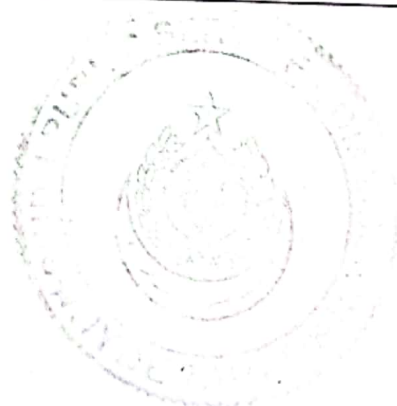
S#	Deliverable Component(<i>relevant examples given below, may update with details</i>)	Cost	Tax	Cost with tax	Remarks
1	a) Approved User Journey Maps b) Approved Requirement Document c) Approved Updated Work Plan				
2	a) Approved Software Acquisition, Implementation and Support RFP(Recommended Technical & Financial Evaluation of the firm for Acquisition, Implementation and Support) b) Recommendation on submitted Project Plan by the selected firm				
3	a) (1 st Progress Report) b) (2 nd Progress Report)				
4	a) (Satisfactory QA Report) b) (Satisfactory VAPT and Data Privacy test report)				
5	a) Supervision on Project Roll-out, recommendation on go ahead to roll out and closure				
	Total				
	Total amount in words				

We ensure that costing is done based on our understanding from reading this specially the Terms of Reference/Scope Of work and engagement duration of this consultancy service.

Yours sincerely,

Name and Title of Signatory with Authorized Signature [*In full and initials*]:

Name of Firm: and Address:



Section 5 –Terms of References (Scope of Work)

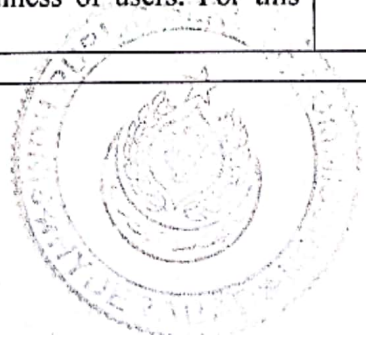
Sindh Public Service Commission (SPSC) has envisioned to digitalize its complete core function of Recruitment to further ensure merit with visible transparency in an effective manner.

For this digitalization SPSC needs to have software application and support technology infrastructure to primarily facilitate from job requisitions to conducting tests, written examination, interview, announcing results to recommendations to the requisitioning Department; all work flow and approval and role based.

Consultant to provide assistance in acquiring the software application and its successful implementation. This is the process to partner a consultant firm (Technology Solutions Providers, Software House or Audit firm) qualifying the eligibility and evaluation criteria, is expected to do business analysis, assist in implementation of digitalization of recruitment system which includes software acquisition, infrastructure acquisition and in-house team building, vendor on boarding, track project, supervise to ensure software and hardware quality including functional and non-functional requirements compliance, supervise to ensure security and privacy by conducting security and data privacy tests, assist in Roll-out and Professional Project Closure as defined in the standards.

List of Tasks

S#	Tasks	Remarks
1	Kick off meeting and prepare Work Plan	
2	Prepare User Journey maps with all minute details using web-based tool that can interact with SPSC for online feedback – Submit finalized User Journey Maps in print and pdf files.	
3	Conduct detailed functional and non-functional requirement analysis and prepare Requirements Document (this should also include; reference of User Journey Maps, and at all relevant point add link to business rules from the SPSC rules document).	
4	<ul style="list-style-type: none"> • Work and prepare list of probable Software and Hardware Solutions or Firms • Recommend tools, technologies and hosting provisions. • Prepare Software Acquisition and Hardware Acquisition Implementation and Support RFP. • Recommend HR depending on the size and complexity of the solution 	
5	Analyze submitted bids (proposals), evaluate and recommend Technical & Financial Evaluation. For this submit document.	
6	Track Project Progress. For this, submit reports, at least two, and whenever required.	
7	Access staging/testing environment and supervise to ensure System Quality and Compliance of Functional and Non-Functional Requirements. For this, submit QA Report	
8	Supervise to ensure the acquired and implemented system is secured with all due diligence and is acceptable to roll out with respect to vulnerabilities & penetration exposures and readiness of users. For this submit report.	



9	Develop roll-out plan including trainings plan with the System vendor(s).	
10	Plan and monitor project closure with the system vendor(s) and verify vendor's project closure document.	

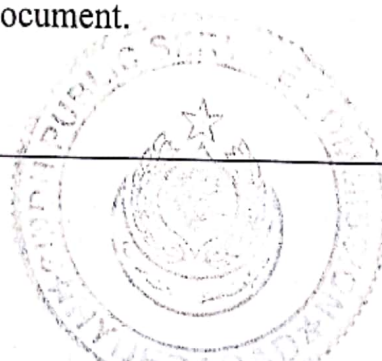
Section 5 –Terms of Reference

Schedule of Payments

PS#	Payment Stages	% of the total cost with tax	Remarks
1/5	a) Approved User Journey Maps) b) (Approved Requirements Document) c) (Approved Updated Work Plan)	30%	
2/5	a) (Approved Software/Hardware Acquisition, Implementation and Support RFP b) (Recommended Technical & Financial Evaluation of Software/Hardware Acquisition, Implementation and Support firm) c) (Recommendation of submitted dev Project Plan)	30%	
3/5	a) (1 st Progress Report) b) (2 nd Progress Report)	10%	
4/5	a) (Satisfactory QA Report) b) (Satisfactory VAPT and Data Privacy test report)	20%	
5/5	a) Project Roll-out. Roll out plan and after roll out certificate.	10%	

Payment Process Conditions:

1. Any stage payment is subject to previous stage completion.
2. The submitted invoices will be verified for completion of tasks and then put up for payment.
 - a. Invoice cover letter having details of payment stage and related activities, certifying that the requisite stage related work is completed and verified by the authorized officials of SPSC.
 - b. Attach the activities related documents, verified and signed by both the Consultant and the Authorized SPSC officer.
 - c. Ensure that any related data/credentials (if any) are shared with the authorized officer.
3. All other conditions as mentioned in this document.



Expectations from Consultant and Process walkthrough

of the intended SPSC Recruitment System

(Just reminding: The consultant will NOT develop the software)

Introduction:

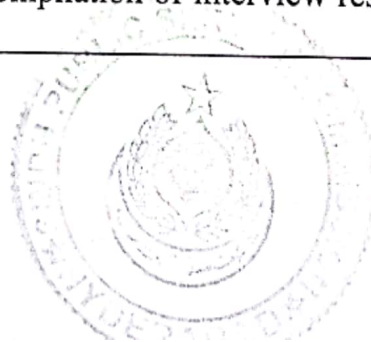
Sindh Public Service Commission is the premier body for recruitment of personnel for Government of Sindh and its Attached Departments and Autonomous bodies/Corporations. The Commission gets its constitutional cover under Article 242 of the Constitution of Islamic Republic of Pakistan and legal cover under The Sindh Public Service Commission Act 2022. Functions of the Commission as enumerated in the Act are given below:

1. To conduct tests and examinations for recruitment for initial appointment to –
 - a. Such posts connected with the affairs of the Province of Sindh;
 - b. Such posts in or under a Corporation or other Autonomous Body or Organization set up by Government under any law or otherwise as may be prescribed;
2. To advise Government on any matter which Government may refer to the Commission; and
3. To hold such departmental or language examination as may be prescribed.

Intent behind this Document:

The Commission intends to digitalize its recruitment system – end to end - with a view to ensuring transparency in its operations with regard to test/examination/interview and fair play with respect to the candidates. Data security shall be its prime concern. Above in view, the Commission seeks, in the first instance, to get the future system design, architecture, documentation, project progress tracking, supervision and assurance of quality and security till successful implementation and roll-out of the project, i.e. supervising the whole project.

The design may involve study of the existing web portal, methodology for scrutiny of Departments' requisitions, online application system, publication of advertisement, handling and scrutiny of applications, generation of statistical reports, communication among Commission's various Branches/Sections and authorities and with the candidates, scheduling of tests/examinations/interviews, creation of a robust Question Bank, computer-based General Ability Assessment Test (GAT), compilation and dissemination of GAT results, setting of examination papers and printing, handling of answer sheets, communication with the examiners, compilation of examination results, conduct of interview and compilation of interview results, preparation of final



recommendations, approval thereof and conveyance of the Commission's recommendations to the Department concerned.

After a thorough systems analysis, the Commission would require a comprehensive futuristic digitalized systems design encompassing, but not restricted to, the processes involved in its **recruitment management, documentation of the software/networking/hardware requirements, infrastructure (examination halls/furniture and fixtures) requirements, execution strategy, data storage, data security, management queries, forecasting, dashboards for accurate management decisions including workload assessment and BI-based scheduling of various processes, required HR and other related components, the consultant would further fine tune these for comprehensive design and requirements documents.** The system design may also involve scalability – geographical as well as functional. Geographically, the Commission may spread its operations to other cities of the Province, and functionally, the Commission may introduce new methodology for examinations and may also scale up its operation to GAT for recruitment of the government servants from BPS-5 to BPS-15, as per current rule, this may change later, so the provision should be made, so that business rules also become configurable. Internal integration with accounts branch and store room (inventory of answer sheets etc.) of the Commission is also required so as to facilitate forecasting. The Commission would also require a tentative costing of the project to facilitate it to requisition appropriate funding from the Government of Sindh.

Brief outline of the Intended Processes

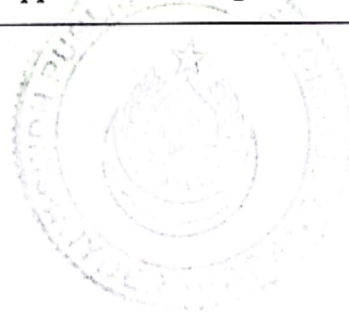
Disclaimer: This is not a comprehensive detail, but an outline for the sake of an understanding to the partnering firms. This information may at the best be taken as an introductory round for understanding the nature of assignment. The real guide to a robust system design and development of execution strategy would only come from a deep study of the Recruitment Management Regulations (RMR), an in-depth personalized discussion with the existing managers of the system, section heads and their subordinate staff, study of various documents, ledgers, gadgets, machinery and above all the IS Wing of the Commission.

The consultant, while designing the systems may use his knowledge of the international best practices and the direction in which the world is moving technologically. The objective should be to design a system which is transparent; minimizes human interface; is user-friendly; and is impregnable from security perspective.



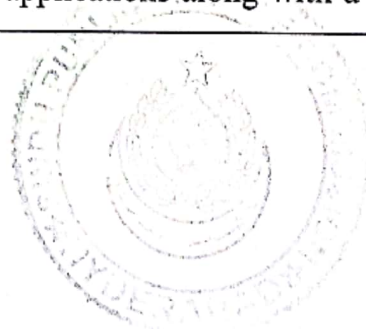
Recruitment Process:

- i. The recruitment process begins with the Administrative Department of Government of Sindh sending **requisition** to the Commission for recruitment of eligible candidates against the vacancies reserved under the recruitment rules for initial appointment. The requisition attaches with it certain documents mentioned in RMR. The new system may cater for online requisition system integrating SPSC's web portal/system with the Department concerned. The De Secretary SPSC receives the requisition and forwards it to the concerned recruitment section which scrutinizes it as per the **Scrutiny Policy**. If found deficient, the concerned Department is asked to make the deficiencies good. Once it is found in order by the dealing Assistant, the requisition is processed for approval of the Chairperson through Assistant Director, Deputy Director and Controller of Examinations (CE) who prepares tentative schedule for GAT based on an analysis of the existing and future workload. The documents reach the Chairperson through Secretary SPSC.
- ii. Once approved, the Controller of Examinations or Additional Controller of Examinations (ACE) draft advertisement, which is approved by the Chairperson and sent to the Secretary for publication in the newspapers through Information Department Government of Sindh. A copy is sent to the CE/ACE for preparations for the GAT. A copy is also sent to the Director IT for hosting on the SPSC web portal, who simultaneously makes **online applications** visible for the post.
- iii. At the end of the office hours on the **closing date** for submission of applications, the IT wing disables the applications.
- iv. The applications are filled online; scanned documents and digital photograph are attached; and payment of fee is also made online. The candidate gets **unique identification number** upon submission of the application. It would be preferable if the name, father's name, date of birth, temporary and permanent address of the candidate is fetched from **NADRA's record** by just punching the CNIC number (Verisys) to avoid duplication of candidature and also to avoid multiplicity of spelling of name of the candidate. The application must have certain **mandatory fields** without which the process must not go ahead. This can be taken from RMR's section on **eligibility conditions**.
- v. The application is **scrutinized**(the procedure and mechanism is given in the RMR in the section of Eligibility of Candidates and Consideration of Applications) in the light of the advertisement and recruitment rules and categorized as: **Acceptable, Deficient and Liable for Rejection** by the dealing Assistant. The dealing Assistant segregates the applications post-wise, alphabetically and according to the prescribed rural-urban/minority/disabled quota. The Assistant Director (AD) random checks the scrutinized applications to the extent of 25%. Being satisfied, the AD forwards the applications along with a statistical report to



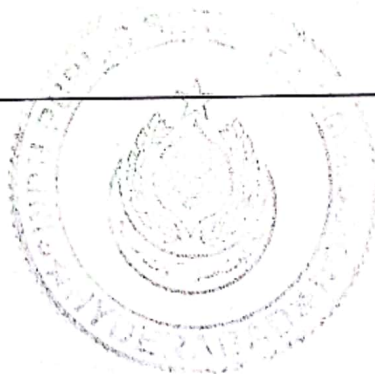
Recruitment Process:

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- iii. At the end of the office hours on the **closing date** for submission of applications, the IT wing disables the applications.
- iv. The applications are filled online; scanned documents and digital photograph are attached; and payment of fee is also made online. The candidate gets **unique identification number** upon submission of the application. It would be preferable if the name, father's name, date of birth, temporary and permanent address of the candidate is fetched from **NADRA's record** by just punching the CNIC number (Verisys) to avoid duplication of candidature and also to avoid multiplicity of spelling of name of the candidate. The application must have certain **mandatory fields** without which the process must not go ahead. This can be taken from RMR's section on **eligibility conditions**.
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the Deputy Director (DD), who forwards rectifiable (deficient) applications to the IT Wing for communication with the candidate through web portal and email. The response or otherwise of the candidate within the prescribed timeframe is forwarded to the DD. The DD gets approval for acceptance and rejection of applications, whichever is the case, from the Member-in-Charge.

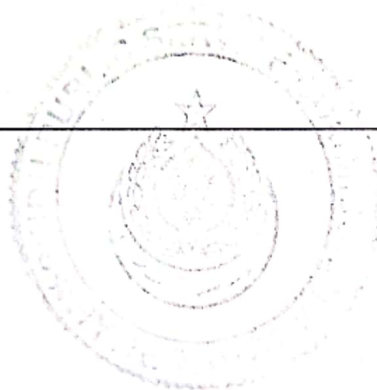
- vi. The accepted applications are sent to the IT Wing along with the approved **schedule of GAT**. The IT Wing communicates the admission slip and schedule to the candidates.
- vii. Examination Branch is mandated to create a **Question Bank**. The Question Bank comprises objective type questions in the subjects like – General Knowledge, Pakistan Studies, English Language Comprehension, basic Arithmetic, Current Affairs, Everyday Science, Salees Sindhi and Salees Urdu. The **Question Setter** will be required to draft the question and prescribe ‘key’ and ‘distractor’ and also to ascribe to it the ‘difficulty level, and forward it to the **Validator** who, while validating or correctly drafting the said question, deposits it to the Question Bank. The system will select randomly different questions for different candidates while evenly distributing the difficulty level and subjects. The algorithm should be fair and have a positive orientation – to test the intellectual potential of the candidates but avoid desperation. Passing marks shall be given to the system by the CE/ACE with the approval of the Chairperson.
- viii. Upon completion of GAT, the results are conveyed to the candidates by the IT Wing. Simultaneously, a statistical report is generated by the Examination Branch in collaboration with IT Wing and is brought in the knowledge of the Chairperson through Secretary.
- ix. CE/ACE subsequently prepare a schedule for technical/professional test (computer-based) for some posts and written examination (descriptive for selected posts) – the decision rests with the Chairperson.
- x. The mechanism of paper setting and/or question setting would be similar to the above.
- xi. The Examination Branch is expected to continually update the Question Bank in all the subjects – general as well as technical and professional.
- xii. If, owing to the large number of candidates, the Commission decides to give OMR based test at the centres other than Hyderabad where, in the first phase, computers will be installed for computer-based examination, then the system design should cater for selection of questions similar for all candidates. Here, confidentiality and data privacy shall be the prime concern. For descriptive examination, the questions ought to be the same for all candidates sitting at all the centres.



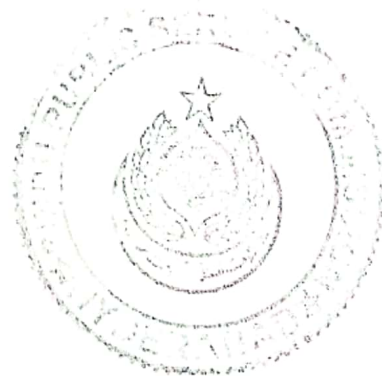
- xiii. Minimum passing marks shall be decided by the Chairperson. Default setting is preferable with an option to edit.
- xiv. The successful candidates would be called for interview the schedule of which shall be prepared by the CE/ACE and approved by the Chairperson along with the nomination of Members SPSC and Departmental Representatives/Advisors for the **interview committees**.
- xv. The successful candidates would be called for interview by the IT Wing along with their original documents scanned copies of which were attached with the online application. A set of attested documents will also be required of the candidates for Commission's record.
- xvi. The dealing Assistants and the interview committee should get work stations connected with the system. The personal profile of the candidates (marks of GAT and written test/examinations must NOT be displayed) should be queued for the interview committee; candidate and interview committee photographed during the interview; and interview marks to be given to the candidate through computer against his personal profile at the appropriate box.
- xvii. Subsequently the marks of written test/examination and interview be compiled and the **merit-based list of successful candidates** based on various quotas as prescribed in the recruitment rules and advertisement be prepared.
- xviii. CE/ACE shall conduct a system audit to verify the authenticity of the results and get approval of the authenticated results from the Chairperson.
- xix. **Recommended candidates' list** to be released to press and hosted on Commission's web portal.
- xx. Finally, the Commission's recommendations shall be communicated to the requisitioning department.

Management Queries and Dashboards

The consultant is expected to draft various management queries depending upon the data available in the system design. The objective would be to facilitate the CE/ACE to ascertain the work load and forecast the schedule of upcoming event(s). Similarly, the authorities in SPSC, Chairperson being at the helm, may be facilitated with various dashboards for a better understanding of the performance of the Commission. Similarly, the system must cater for a periodical statistical and graphical report for the Chief Minister and the Provincial Assembly of Sindh.



THE TEXT BELOW WILL BE USED AS A TEMPLATE IN CASE OF AWARD OF CONTRACT



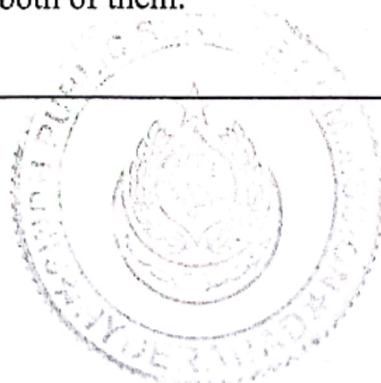
II. General Conditions of Contract

General Provisions

1.1 Definitions

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

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



- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

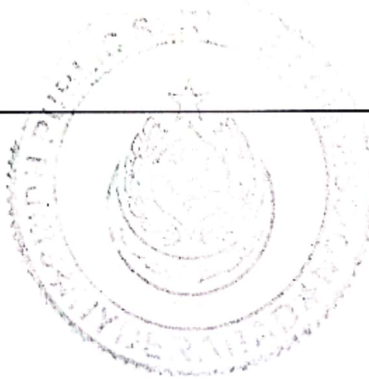
1.4.2 A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

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

1.6 Authority of Member in Charge

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



1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

- A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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



1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

1.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

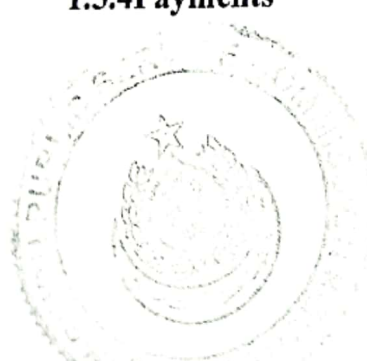
1.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals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

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

1.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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



1.6 Termination

1.6.1 By the PA

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

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

1.6.2 By the Consultant

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

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



1.6.3 Payment
upon
Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC2.6.2, the PA shall make the following payments to the Consultant:

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

2. OBLIGATIONS OF THE CONSULTANT

2.1 General

2.1.1 Standard of Performance

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

2.2 Conflict of Interests

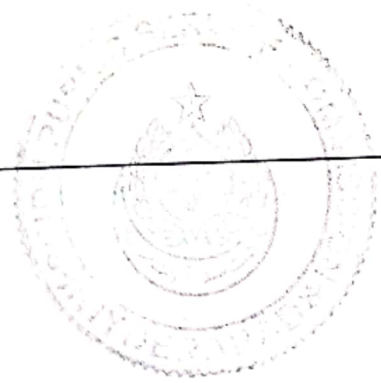
The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

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

2.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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



**2.2.3 Prohibition of
Conflicting
Activities**

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

2.3 Confidentiality

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

**3.4 Insurance to
be Taken Out
by the
Consultant**

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

**2.5 Consultant's
Actions
Requiring
PA's Prior
Approval**

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

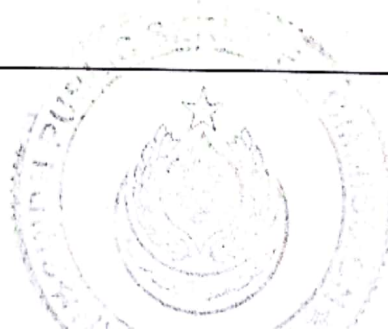
- (a) Entering into a sub contract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SC.

**2.6 Reporting
Obligations**

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

**2.7 Documents
Prepared by
the Consultant
to be the
Property of
the PA**

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



Specified in the SC.

2.8 Accounting, Inspection and Auditing

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

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

3. CONSULTANT'S PERSONNEL

3.1 Description of Personnel

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

3.2 Removal and/or Replacement of Personnel

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

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



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

4. OBLIGATIONS OF THE PA

- 4.1 **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 4.2 **Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC6.2 (a) or (b), as the case may be.
- 4.3 **Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

5. PAYMENTS TO THE CONSULTANT

- 5.1 **Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 5.2 **Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 5.3 **Contract Price** The price payable in Pak Rupees / foreign currency / is set forth in the SC.
- 5.4 **Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 5.5 **Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedules stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

Shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

6. GOOD FAITH

6.1 Good Faith

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Resolution

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



III. Special Conditions of Contract

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

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

{1.1}	SindhPublicProcurementActandSindhPublicProcurementRules2010.
-------	--

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

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

Procuring Agency: _____

Attention: _____

Facsimile: _____

E-mail: _____

Consultant: _____

Attention: _____

Facsimile: _____

E-mail: _____



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

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

1.7 The Authorized Representatives are:

For the PA: _____

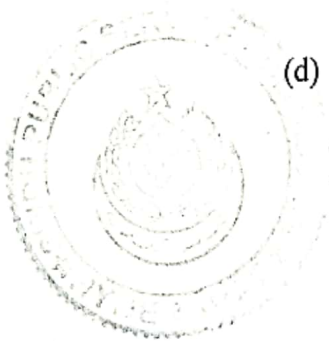
For the Consultant: _____

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

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

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:



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

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

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

2.1 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.



Note: Delete what is not applicable

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

Note: If there are no other actions, delete this ClauseSC3.5(c).

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

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

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

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

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

6.1 Procuring Agency shall indicate bid security not less than1% and above5%
Performance security shall not exceed 10% of contract amount

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



6.5 The accounts are:

For foreign currency or currencies: *[insert account]*

For local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

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

8.2

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



Appendix A

(INTEGRITYPACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLEBYTHESUPPLIERSOFGOODS,SERVICES&WORKSIN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:

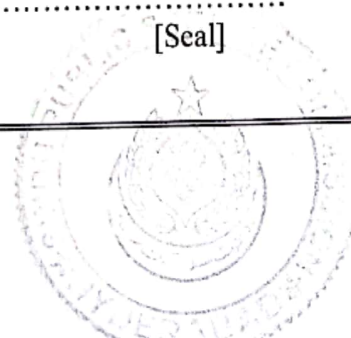
Signature:.....

[Seal]

Name of Seller/Supplier:

Signature:.....

[Seal]



CONTRACT

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

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1.Services**
- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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

3.Payment

A. Ceiling

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

C. Payment Conditions

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

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



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

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

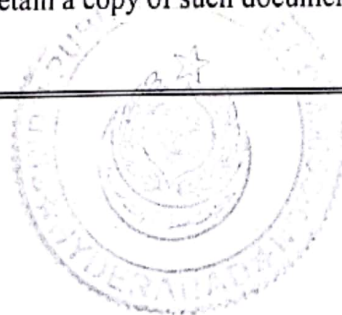
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

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

8. Ownership of Material

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



Contract

software.

**9. Consultant
Not to be
Engaged in
Certain
Activities**

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

10. Insurance

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

11. Assignment

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

**12. Law
Governing
Contract and
Language**

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

**13. Dispute
Resolution**

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

FORTHEPA

FORTHECONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

