

Request for Proposal

Tender No. ZTBL-20-2024

APPOINTMENT OF IFRS-9 CONSULTANT



ZARAI TARAQIATI BANK LIMITED (ZTBL)

August, 2024

Zarai Taraqati Bank Limited (ZTBL), formerly known as Agricultural Development Bank of Pakistan (ADBP), is a specialized financial institution geared towards the development of agriculture sector through provision of financial services and technical knowhow. ZTBL was incorporated as a Public Limited Company on 14 December 2002 through repeal of ADB Ordinance of 1961, thereby transforming the Bank as a corporate entity to serve as Rural Financial Institute (RFI). ZTBL is a key RFI of Pakistan providing affordable agriculture financial/non-financial services to the rural Pakistan, comprising 68 % of the total population.

ZTBL having the network of 501 branches and 31 Zonal Offices is the only specialized financial institution for agriculture sector in Pakistan, catering to the credit needs of farmers for the production, development purposes and modernization of agriculture through field force of Mobile Credit Officers (MCO) at doorstep of the farmers.

The main purpose of the Bank is to provide sustainable rural finance and services particularly to small farmers and low income households to strengthen the rural and agriculture sector, mitigate poverty, capital market and investment activities and other banking business. ZTBL aims to be involved in improving the rural and agriculture sector and is also determined to enter into other commercial activities. The Bank is committed to bring unbanked segments of population especially in rural area, particularly poor and marginalized groups through the continuum of sound financial access. The bank serves around half a million clients annually and has over one million accumulated account holders.

Corporate Vision

Dedicated to serve the needs of the farming community, by delivering financial products and technical services on a competitive and sustainable basis, in a convenient, efficient and professional manner, leading to success of the Bank and the farmers.

Corporate Mission

To play effective role in the promotion of economic growth, by enhancing the availability of credit to the agriculture sector, through reliable access to sustainable financing, special lending programs, technical assistance, and other products & services, and to promote career development opportunities for increasing professionalism and technical proficiencies of employees.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers and employees disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this bid document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers & employees. The Bank and its officers, and employees disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be in the Bid Document.

The execution of the Project is subject to issuance of purchase order by the Bank after completion of codal and regulatory requirements. The Bank or any employee of the Bank holds no responsibility for the cost(s) incurred by the bidder on preparation of proposal, submission of earnest money, retention of earnest money by the Bank or any other costs involved in bid submission by the bidder.

SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Invitation for Proposal (IFP)

The attached template is the Invitation for Proposal/Invitation to Bid/EOI for eligible audit firms to submit a proposal for the implementation of IFRS-9 in ZTBL.

Section 2: Instructions to Bidders and Data Sheet

This Section consists of two parts: “Instructions to Bidders” and “Data Sheet”. “Instructions to Bidders” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information to be added. This Section provides information to help bidders prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for Full Technical proposal (FTP) or Simplified Technical Proposal (STP) that are to be completed by the bidders and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the bidders, including the bidder’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Scope of Work/Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Standard Forms of Contract

This Section includes standard contract forms/draft contract, includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

SELECTION OF BIDDERS

REQUEST FOR PROPOSALS

Tender No.: ZTBL-20-2024

Title:

Appointment of IFRS-9 Consultant

Procuring Agency:

ZARAI TARAQIATI BANK LIMITED

Issued on: 29-08-2024

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PART I

**Section I. Request for Proposal
ZARAI TARAQIATI BANK LIMITED**

Tender No: ZTBL-20-2024

INVITATION OF BIDS FOR APPOINTMENT OF IFRS-9 CONSULTANT

Date: 29-08-2024

1. This Invitation to Bids follows the Procurement Notice (PN) for the subject Procurement that appeared in newspaper and on ZTBL & PPRA websites.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Appointment of IFRS-9 Consultant.
3. Bidders are required to submit their bids through PPRA EPAD System (www.eprocure.gov.pk) however the original bid security and stamp paper must be delivered ZTBL on below mentioned address before bid submission closing date & time. Bids must be submitted online through EPADS as per the following schedule:

Bid Submission Date & Time	13th September, 2024 @ 11:00 AM
Bid Opening Date & Time	13th September, 2024 @ 11:30 AM

4. This Request for Proposal (RFP) addresses to all the eligible Bidders and determining the capacity and capability of the Bidders shall be the part of the technical proposal.
5. A firm will be selected under least-cost method and procedures described in this RFP, in line with the [36b] procedure of the Public Procurement Rules 2004 and PPRA Regulations 2010, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
6. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Bidders and Data Sheet
Section 3 - Technical Proposal (FTP) - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Eligible Countries
Section 6 - Terms of Reference
Section 7 - Standard Forms of Contract (*Draft Contract*)

Yours sincerely,

**Head - Central Accounts Department
ZARAI TARAQIATI BANK LIMITED,
HEAD OFFICE, SMALL BUILDING, 5th FLOOR,
1-FAISAL AVENUE, ZERO POINT ISLAMABAD
Contact: 051- 9252023**

Section II. Instructions to Bidders

A. General Provisions

1. Definitions	1.1 Definition <ul style="list-style-type: none">a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.c) “Bidder” means a legally-established professional audit firm that may provide or provides the Services to the Procuring Agency under the Contract.d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).e) “Data Sheet” means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITB.f) “Day” means a calendar day.g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.j) “ITB” (this Section 2 of the RFP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Bidders.l) “Non-Key Expert(s)” means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.m) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Bidders, based on the SRFP.o) “Services” means the work to be performed by the Bidder pursuant to the Contract.p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.q) “Sub-Bidder” means an entity to whom the Bidder intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed,
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	<p>respective responsibilities of the Procuring Agency and the Bidder, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The ZTBL intends to select an Audit firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Audit firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Audit firm.</p> <p>2.2 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference/Pre-bid meeting, if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Bidder’s expense.</p> <p>2.3 The ZTBL will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the ZTBL interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Bidder has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the ZTBL to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Bidder (including its Experts and Sub-Bidders) 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 Bidder for the same or for another Procuring Agency.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the ZTBL staff:</u> a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the ZTBL, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship</p>

	has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Bidder or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the ZTBL shall indicate in the Data Sheet and make available to all eligible Bidders together with this RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory Framework, Bidders shall permit and shall cause their agents (where declared or not), sub-contractors, sub-Bidders, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by consultant appointed by the ZTBL.
6. Eligible Bidders	6.1 The ZTBL permits Bidders (individuals and firms, including Joint Ventures and their individual members) from all countries, except Israel and India, to offer services for the project. 6.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts, joint venture members, Sub-Bidders, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:
6(a). Sanctions	6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
6(b). Prohibitions	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
6(c). Restrictions for public employees	6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they; (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Bidder's Proposal.; and (iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Bidder/Audit firm shall bear all costs associated with the preparation and submission of its Proposal, and the ZTBL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The ZTBL is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the ZTBL shall be written in the language(s) specified in the Data Sheet.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . If specified in the Data Sheet , the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
11. Only One Proposal	11.1 The Bidder (including the individual members of any Joint Venture or partner of any firm) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-Bidder, or the Bidder's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.
12. Proposal Validity	12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the ZTBL. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration (as specified in Data sheet) as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this instructions to Bidder (ITB).
a. Extension of Validity Period	12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the ZTBL) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in

	<p>advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument (Bid security) shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Bidder fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the ZTBL, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Bidder shall not subcontract the whole of the Services.</p>
	<p>12.10 The Proposal Securing Declaration is required to protect the ZTBL against the risk of Bidder's conduct which would warrant the Bidder to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p>
	<p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the ZTBL as non-responsive.</p>
	<p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p>
	<p>12.13 The successful Bidder's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Bidder, and furnishing the performance security.</p>
	<p>12.14 A Bidder shall be suspended from being eligible for tendering in any contract with the ZTBL for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> (a) if the Bidder withdraws its Proposal, except as provided in ITB 12.6 or (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security
13. Clarification and Amendment of RFP	<p>13.1 The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent through EPADS or by standard electronic means, to the ZTBL address indicated in the Data Sheet. The</p>

	<p>ZTBL will respond through EPAD, or by standard electronic means, and will send response through EPAD (including an explanation of the query but without identifying its source) to all eligible Bidders. Should the ZTBL deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Bidders and will be binding on them. The shortlisted Bidders shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Bidders reasonable time to take an amendment into account in their Proposals. <p>13.12 The Bidder who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Bidder must give particular attention to the following:</p> <ul style="list-style-type: none"> i. The ZTBL may indicate in the Data Sheet the estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Bidder’s own estimates for the same. ii. If stated in the Data Sheet, the Bidder shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet. iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Bidder is required to submit a Full Technical Proposal (FTP), as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, indicated in the Data Sheet.</p>
<p>a. Taxes</p>	<p>16.2 The Bidder and its Sub-Bidders and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in</p>

	the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
b. Currency of Proposal	16.3 The Bidder may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made Pak rupees (PKR)
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Bidder shall submit the original Bid online through EPADS. Note: Please follow PPRA rules and e-procurement regulations for online bid submission.</p> <p>17.2 The Bid shall comprise two proposals simultaneously, one called the Technical Proposal and the other Financial Proposal. Each Bidder shall submit his bid as under: a) Bidder shall submit TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through PPRA (eProcurement) EPADS system. Please ensure to upload technical and Financial proposal in relevant part of e-procurement system otherwise wrong attachments will lead to rejection of bids.</p> <p>The Procuring Agency will assume no responsibility for any error or non-uploading of proposal on EPADS.</p> <p>17.3 Deleted as per EDPADS</p> <p>17.4 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p> <p>17.5 The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.</p> <p>17.6 Deleted as per EDPADS</p> <p>17.7 Deleted as per EDPADS</p>
Withdrawal of bids	<p>17.8 A Bidder may withdraw, substitute, or modify its bid after submission, as permissible on EPADS. All notices including submitted bid security release notice must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).</p> <p>17.9 The Bidder modification, substitution or withdrawal notice shall be made through EPADS, no later than the deadline for submission of Bids.</p> <p>17.10 Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub Clause 25.1.</p>

	<p>Modifications submitted in any other way shall not be taken into account in the evaluation of Bids</p> <p>17.11 Revised bid (if allowed on EPADS) may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Bidder should not contact the Procurement Evaluation Committee of the ZTBL on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Bidder wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Proposal (Technical Proposals)</p>	<p>19.1 The Procuring Agency will open all online submitted Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance as proof of their attendance.</p> <p>19.2 Deleted as per EPADS</p> <p>19.3 Deleted as per EPADS</p> <p>19.4 Deleted as per EPADS</p> <p>19.5 Online submitted Bids through EPADS shall be opened one at a time, in case of Single Stage Two Envelope Procedure, only technical Bid will be opened and Financial Bid will be opened after issuance of technical evaluation report . The Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.</p> <p>19.6 The Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

	<p>19.7 Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.</p> <p>19.8 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.</p> <p>19.9 No Bid will be rejected at the time of Bid opening except for late Bids, which will be automatically not allowed by EPAD.</p> <p>19.10 The Procuring Agency shall prepare record of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and quoted consultancy, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.</p> <p>19.11 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the bidder's attendance may be uploaded on EPADS.</p> <p>19.12 A copy of the record of the Bid opening shall be furnished to individual Bidders upon request.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITB, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Procuring Agency's bid evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the mandatory requirements &/or Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>22. Public Opening of Financial Proposals</p>	<p>22.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Bidder along with the technical scores.</p> <p>22.2 The Procuring shall notify through EPADS/email those Bidders that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals through PPRA EPADS. The Bidder's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Bidder's choice.</p>

	<p>22.3 The Financial Proposals shall be opened by the ZTBL bid opening committee through PPRA EPADS of those Bidders whose proposals have passed the minimum technical score.</p> <p>22.4 Copies of the record may be sent to all Bidders who submitted Proposals (through letter or email)</p>
23. Correction of Errors	23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	23.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
24. Taxes	<p>24.1 The Procuring Agency's evaluation of the Bidder's Financial Proposal shall include taxes and duties in the proposal in accordance with the instructions in the Data Sheet.</p> <p>If any bidder has quoted wrong tax rate as compare to other bidders or FBR tax rates, the procuring agency reserves the right to correct the tax rate for calculation of total bid price.</p>
25. Conversion to Single Currency	25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
Least-Cost Selection	In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Bidder with the lowest evaluated total price among those Bidders that achieved the minimum technical score, and invite such Bidder to negotiate the Contract.
D. Negotiations and Award	
26 Negotiations	<p>26.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>26.1.1 a minor alteration to the technical details of the statement of requirements;</p> <p>26.1.2 reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>26.1.3 a minor amendment to the special conditions of Contract;</p> <p>26.1.4 finalizing payment arrangements;</p> <p>26.1.5 delivery arrangements;</p> <p>26.1.6 the methodology for provision of related services; or</p> <p>26.1.7 clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>

	<p>26.2 Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations</p>
<p>27 Procuring Agency's Right to reject All Bids</p>	<p>27.1 Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring 35 any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPR) may call from the Procuring Agency the justification of those grounds.</p> <p>27.2 Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p> <p>27.3 The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.</p>
<p>28 Award of Contract</p>	<p>28. Subject to ITB 28, the Procuring Agency will award the Contract to the Bidder whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. <p>28.1 Prior to expiration of period of bid validity, ZTBL will notify the successful Bidder in writing by Letter of Intent that their bid has been accepted and invite to sign the Procurement Contract.</p> <p>Successful bidder through Acceptance Letter within 07 to 15 days from the date of issuance of LOI will confirm that they are ready to deliver the services as per decided terms & conditions and agree to sign the contract and will submit performance guarantee.</p> <p>28.2 After successful signing of contract ZTBL will issue the purchase order (s) to vendor to start the provision of services.</p> <p>28.3 ZTBL reserves the right to extended the LOI and contract signing time as its own discretion.</p>
<p>29 Bid Security or Bid Securing Declaration</p>	<p>29.1 To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration (As mentioned in Data sheet) as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>29.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB</p> <p>29.3 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB.</p>

	<p>29.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB.</p> <p>29.5 The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) The rejection by the Procuring Agency of all Bids; (d) The withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted. <p>29.6 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB.</p> <p>29.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB or ii) does not accept the correction of errors pursuant to ITB or b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB or ii) To furnish performance security (or guarantee) in accordance with ITB.
<p>30 Performance Security:</p>	<p>30.1 After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form of BANK GURANTEE/Pay order.</p> <p>30.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>30.3 Performance Security shall be equivalent to 10% value of total Bid Cost/awarded cost.</p> <p>30.4 Performance Security Form available in this document at Annexure shall be used.</p> <p>30.5 Failure of the successful Bidder to comply with the requirement of ITB 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p> <p>30.6 Performance Security shall be valid for period of 01 years from the date of acceptance letter of services/services. Upon the expiry of bank guarantee, if</p>

	<p>required by procuring agency, the bidder will arrange the renewal of performance security.</p> <p>30.7 During inspection, if at any stage it is found that services supplied are not satisfactory, the Bank reserves the right to forfeit an amount equivalent to invoice cost of the services from Performance Guarantee. Performance security may also be forfeited if breach in Contract terms & condition(s) is committed by the successful bidder.</p> <p>30.8 After completion of contract period and satisfactory performance, the performance security shall be returned to the successful bidder.</p>
<p>31 Payment</p>	<p>31.1. Payments breakdown is given in Data sheet will be followed for payment to vendor.</p> <p>31.2 Payment shall be made to the vendor against submission of delivery documents i.e. Delivery Challan, Invoice and Sales Tax Invoice.</p> <p>31.3. ZTBL shall release the payment (after deduction of any given discount or applicable penalties) in shape of Pay Order/Demand Draft within 30 days of receipt delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.</p>
<p>32 Delivery Time & Completion Schedule</p>	<p>32.1. Delivery of Services shall be completed after issuance of PO within the timelines given in DATA SHEET.</p> <p>32.2. At the time of delivery of reports, vendor shall take acknowledge of receipt of documents on Delivery Challan/ Delivery Note and provide original document, duly signed & stamped by the ZTBL designated person, along with the invoice.</p> <p>32.3. In case supplier fails to timely deliver the services in given timelines, a penalty equivalent to 0.5% per week of the value of Purchase Order shall be deducted from the payment invoice or Performance Security submitted by the supplier.</p> <p>32.3 The delay falls under force majeure shall be considered as per relevant clause of agreement signed between parties.</p>
<p>33 Grievance Redress Mechanism</p>	<p>33.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>33.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>33.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>33.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p>

	<p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage two envelop bidding procedure is adopted.</p> <p>33.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>33.6 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>33.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>33.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>33.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>33.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p> <p>33.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p>34 Mechanism of Blacklisting</p>	<p>34.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and Fails to abide by the id securing declaration; <p>The ZTBL Mechanism of blacklisting shall be followed on the matter. The key process would be as following;</p> <p>34.2 The show-cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>34.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>34.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the</p>

bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

34.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

34.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

34.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

34.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.

34.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

34.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.

34.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

34.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Section III. Proposal Data Sheet

A. General																																								
Tender Scope & TORs are given in Section VI.																																								
ITB Clause Reference																																								
2.1	<p>Name of the Procuring Agency: ZARAI TARAQIATI BANK LIMITED (ZTBL)</p> <p>The name of the assignment is: “APPOINTMENT OF IFRS-9 CONSULTANT”</p> <p>Method of selection: The Bidder selection process will be accomplished in accordance with Regulation 3(C) “Least Cost Selection Method” under “Procurement of Consultancy Services Regulations, 2010”.</p>																																							
2.2	Separate Technical and Financial Proposals are to be submitted in PPRA EPAD.																																							
2.3	A pre-proposal conference/meeting will not be held. Bidders can submit their clarifications through email or EPADs.																																							
2.4	<p>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>RFP, Record and data related to project.</p>																																							
6.3.1	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>																																							
B. Preparation of Proposals																																								
9.1	<p>The language of the Bid “English”</p> <p>All correspondence shall be in English.</p>																																							
10.1	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal: Technical Proposal/bid shall comprise of at-least following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr#</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Form No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Power of Attorney/ authorization to sign the Proposal</td> <td style="text-align: center;">On stamp paper</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Technical Proposal Submission Form</td> <td style="text-align: center;">TECH-1</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Bidder organization and experience</td> <td style="text-align: center;">TECH-2</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Comments and suggestions on the terms of reference, counterpart staff, and facilities to be provided by the procuring agency</td> <td style="text-align: center;">TECH-3</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Description of approach, methodology, and work plan in responding to the terms of reference</td> <td style="text-align: center;">TECH-4</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Work schedule and planning for deliverables</td> <td style="text-align: center;">TECH-5</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Proposed Team of Bidders for ZTBL's Assignment and Curriculum Vitae (CV)</td> <td style="text-align: center;">TECH-6</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Bidders Qualification Criteria Form</td> <td style="text-align: center;">TECH-7</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Affidavit of Non-blacklisting</td> <td style="text-align: center;">TECH-8</td> </tr> </tbody> </table> <p>Financial Proposal: Financial Proposal/bid shall comprise of at-least following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr#</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Form No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Financial Proposal Submission Form</td> <td style="text-align: center;">FIN-1</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Summary of Price Schedule</td> <td style="text-align: center;">FIN-2</td> </tr> </tbody> </table>	Sr#	Description	Form No.	1	Power of Attorney/ authorization to sign the Proposal	On stamp paper	2	Technical Proposal Submission Form	TECH-1	3	Bidder organization and experience	TECH-2	4	Comments and suggestions on the terms of reference, counterpart staff, and facilities to be provided by the procuring agency	TECH-3	5	Description of approach, methodology, and work plan in responding to the terms of reference	TECH-4	6	Work schedule and planning for deliverables	TECH-5	7	Proposed Team of Bidders for ZTBL's Assignment and Curriculum Vitae (CV)	TECH-6	8	Bidders Qualification Criteria Form	TECH-7	9	Affidavit of Non-blacklisting	TECH-8	Sr#	Description	Form No.	1	Financial Proposal Submission Form	FIN-1	2	Summary of Price Schedule	FIN-2
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	3	Bid Security Instrument	FIN-3
10.2	<p>Statement of Undertaking is required. Yes</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>		
11.1	<p>Participation of Sub-Bidders, Key Experts and Non-Key Experts in more than one Proposal is permissible. NO</p>		
12.1	<p>Proposals shall be valid until: 120 Days</p> <p>No bid shall be withdrawn after submission of the bid and bid validity specified by the bidder on the Bid form. Such withdrawal of bid during this interval may result in forfeiture of Bidder's bid security.</p>		
13.1	<p>Clarifications and other required information may be requested to below mentioned contact persons. The tender pre-bid clarifications may be requested not later than [02] days prior to the submission deadline.</p> <p>Primary Contact Address: Mr. Ali Hassan Head - Central Accounts Department Zarai Taraqiati Bank Limited, Annexed Building, 5th Floor, Head Office, 1-Faisal Avenue, Islamabad. Email: ali.hassan@ztbl.com.pk Phone No.051- 9252023 Ext: 2367 Mob: +92 300 5184510</p> <p><u>Alternate contact address:</u> Mr. Abdul Waheed Head - Risk Management Department Zarai Taraqiati Bank Limited, Room # 602, 6th Floor, Main Building, Head Office, 1-Faisal Avenue, Islamabad. Email: shaikh.waheed@ztbl.com.pk Phone No. 051-9252674 Ext: 2582 Mob: +92 333 2054441</p> <p><u>Copt to:</u> Haseeb Akhtar Head – Procurement Department Zarai Taraqiati Bank Limited, Main Building, 2nd Floor, Head Office, 1-Faisal Avenue, Islamabad. Email: Haseeb.akhtar@ztbl.com.pk</p> <p>All communications are required to be sent to both primary and alternate contact addresses. Bidder can also request the clarifications through EPADS.</p>		
14.1	<p>Estimated total cost of the assignment: PKR 10 Million.</p>		
15.1	<p>The format of the Technical Proposal to be submitted is:</p> <p>Full technical proposal(FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>		
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>		

16.3	<p>Information on the Bidder's tax obligations can be found [FBR Sales Tax/income taxes, withholding tax (if any) etc].</p> <p>ZTBL will NOT reimburse the Bidder for any such taxes paid by the Bidder:</p>												
16.4	<p>The Financial Proposal shall be stated in the following currencies: Price mentioned in bid must be Delivered Duty Paid (DDP) prices (on designated sites) and shall be in Pak Rupees inclusive of all prevailing taxes/ warranty applicable taxes/GST etc.</p> <p>It may be noted that only claimable taxes such as GST are required to be mentioned separately. <u>If The bidder has not clearly mentioned in his bid that the taxes are included or not. The procuring agency will assume that the quoted price is with all taxes.</u></p>												
C. Submission, Opening and Evaluation													
17.1	Bid shall be submitted online through EPAD System												
17.4	<p>The Bidder must submit:</p> <p>(a) Technical Proposal: one (1) original through EPADS (b) Financial Proposal: one (1) original Through EPADS.</p>												
17.7 and 17.9	<p>The deadline for Bid submission through EPADS is</p> <p>a) Day: [Friday] b) Date: [13-09-2024] c) Time: [11:00AM]</p>												
19.4	<p>The Bid opening shall take place online through EPAD System at: IT Conference Room, Zarai Taraqati Bank Limited 3rd floor annexed building 1 Faisal Avenue Zero Point Head Office, Islamabad. Day: [Friday] Date: [13-09-2024] Time: [11:30AM]</p>												
19.5	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals.</p> <ol style="list-style-type: none"> Name of Participating firms. Any other information found appropriate by bid opening committee 												
<u>(Knockout round)</u>	<p>Prequalification Criteria(Mandatory):</p> <p>The following pre-qualification criteria are Mandatory for all participating firms. Only those firms will be considered for technical and later on for financial evaluations that have fulfilled the conditions mentioned in the pre-qualification criteria.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S#</th> <th style="width: 50%;">Condition</th> <th style="width: 40%;">Requirement/ Document to be attached</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Power of Attorney/Authorization on stamp paper</td> <td style="text-align: center;">Affidavit on stamp paper</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The bidding firm must be registered /incorporated in Pakistan with relevant authorities and have existence for at least 05 years since date of registration and as on "Deadline for Submission of Bids".</td> <td style="text-align: center;">Copy of Certificate of incorporation / registration in Pakistan.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>"A" rated audit firms of chartered accountants (as per latest SBP panel of auditors)</td> <td style="text-align: center;">Attach proof</td> </tr> </tbody> </table>	S#	Condition	Requirement/ Document to be attached	1.	Power of Attorney/Authorization on stamp paper	Affidavit on stamp paper	2.	The bidding firm must be registered /incorporated in Pakistan with relevant authorities and have existence for at least 05 years since date of registration and as on "Deadline for Submission of Bids".	Copy of Certificate of incorporation / registration in Pakistan.	3.	"A" rated audit firms of chartered accountants (as per latest SBP panel of auditors)	Attach proof
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4.	The bidding firm must be Satisfactory QCR Rating as per latest list issued by ICAP.	Latest satisfactory QCR rating issued by ICAP.
5.	Past Experience	The bidder must have provided IFRS-9 related services in Pakistan to at-least one major bank (*) during last five years. Proofs for successful delivery of services
6.	Bid Validity is 120 Days	Clearly mention in the Bid
7.	Bid Security	The soft copy of the bid security shall be submitted through EPADS and original bid security shall be submitted to ZTBL before given deadlines.
8.	Income tax (NTN)/STRN Certificate and active tax paper status.	Valid Income Tax (NTN)/STRN Certificate with FBR Active Tax Payer Status printout
9.	Affidavit for not being blacklisted, no conflict of interest of the bidding firm and the bidding firm or its partners have no conflict or legal dispute which can affect the desired services.	Affidavit that the firm is not blacklisted by the Government or Semi Government or Autonomous Organization on non-judicial stamp paper. (Sample at TECH-08)

** Note: Major Bank includes Public Sector bank, Private Sector Bank, Specialized bank, Foreign bank, Microfinance bank as defined by the State Bank of Pakistan.*

21.1

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals. (Marks will be assigned on proportionate basis) from participating bidders)

Sr. No.	Evaluation Parameter	Scoring Criteria
1	Firm's experience for providing IFRS-9 related services to major banks (*) in Pakistan during last five years. (Max Score = 60)	20 score per Public Sector bank, Private Sector Bank, Specialized bank, Foreign bank, 10 score per Microfinance bank (having Agri. Exposure) <i>Multiple projects with same client will be counted and scored once.</i>
2	Number of Partners in the audit firm. (Max Score = 15)	$\frac{\text{Number of Partners of the Bidder}}{\text{Maximum number of Partners among bidders}} \times 15$
3	Qualifications and experience of key staff. (Max Score = 15)	5 score for each qualified resource i-e CAs having relevant technical skills of handling IFRS-9 related projects and 2.5 score for other than CA including CAF qualification having relevant technical skills of handling IFRS-9. (Max Score = 10)
4	Active global affiliation (Max Score = 10)	10 Score for active global affiliation / membership.

	<p>* Note: Major Bank includes Public Sector bank, Private Sector Bank, Specialized bank, Foreign bank, Microfinance bank as defined by the State Bank of Pakistan.</p> <p>1. The score base technical and financial evaluation shall be made, after mandatory qualification, as per given formula at annexure Z C & D. The summary is as following:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Technical weightage</td> <td>80 %</td> </tr> <tr> <td>Financial Weightage</td> <td>20 %</td> </tr> <tr> <td colspan="2">Financial bids will be opened of those firms who score at least 55 marks in the Technical evaluation.</td> </tr> </table> <p>Evaluation Criteria for Financial Proposals Financial Proposals of technically responsive bidders will be opened and score will be assigned in comparison to the bidder having lowest value in accordance with following criteria;</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Total financial Score</td> <td>$\frac{\text{Lowest fee among bidder}}{\text{Fee of the bidder}} \times 100$</td> </tr> </table> <p>Combined Evaluation of Technical and Financial Proposals The combined Evaluation of technical and financial proposals will be performed, as follows:</p> <p>Total Score of a Bidder = (Total Technical Score Obtained by Bidder X 80/100) + (Total Financial Score Obtained by Bidder X 20/100)</p>	Technical weightage	80 %	Financial Weightage	20 %	Financial bids will be opened of those firms who score at least 55 marks in the Technical evaluation.		Total financial Score	$\frac{\text{Lowest fee among bidder}}{\text{Fee of the bidder}} \times 100$
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22.1	An online option of the opening of the Financial Proposals is offered: No								
23.1	For the purpose of the evaluation, the Procuring Agency will include: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Bidder and which taxes are withheld and paid by the Procuring Agency on behalf of the Bidder.								
D. Negotiations and Award									
24.1	Expected date and address for contract negotiations: Date: October 30, 2024 Address: ZTBL Head Office, Islamabad.								
27.1	Expected date for the commencement of the Services: Date: November 2024 at: ZTBL Head Office								
30	Bidder shall provide an Earnest Money of Rs. 300,000/- in shape of CDR / PO / DD / Bankers' Cheque in favor of Zarai Taraqiati Bank Limited. The bid security of unsuccessful bidders shall be returned. The bid security of successful bidder shall be returned after submission of 10% performance guarantee in shape of Bank Guarantee / CDR.								
Payments schedule									
31.1	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Milestone</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1st milestone: Submission of overall plan along with review of existing ECL, polices/manuals and reporting requirements.</td> <td>30% of quoted price</td> </tr> <tr> <td>2nd milestone: Development of new system/module, development/support for new regulatory reporting guidelines, appropriate trainings.</td> <td>55% of quoted price</td> </tr> </tbody> </table>	Milestone	Amount	1st milestone: Submission of overall plan along with review of existing ECL, polices/manuals and reporting requirements.	30% of quoted price	2nd milestone: Development of new system/module, development/support for new regulatory reporting guidelines, appropriate trainings.	55% of quoted price		
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2nd milestone: Development of new system/module, development/support for new regulatory reporting guidelines, appropriate trainings.	55% of quoted price								

	3rd milestone: Final report with completion certificate as per TOR and presentation before the appropriate forum.	15% of quoted price	
Delivery Timelines			
32.1	The delivery timelines will be decided with successful bidder at the time of signing of contract by keeping in view the work schedule proposed by bidder(s).		

Section III. Technical Proposal – Standard Forms

{Notes to Bidder shown in brackets { } throughout Section 3 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

Required for FTP	FORM	DESCRIPTION	Page No.
“√” If applicable	Power of Attorney/Autorization on stamp paper	No pre-set format/form. Bidders can prepare and submit the Power of Attorney/Authorization on stamp paper as per standard format. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
√	TECH-2	Bidder's Organization and Experience.	
√	TECH-2A	A. Bidder's Organization	
√	TECH-2B	B. Bidder's Experience	
√	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency.	
√	TECH-3A	A. On the Terms of Reference	
√	TECH-3B	B. On the Counterpart Staff and Facilities	
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	TECH-5	Work Schedule and Planning for Deliverables	
√	TECH-6	Proposed Team Bidders for ZTBL's Assignment and attachment of Curriculum Vitae (CV)	
√	TECH-7	Bidders Qualification Criteria Form	
√	TECH-8	Affidavit for Non-blacklisting	

The Technical and Financial Proposal shall be signed/digitally signed by the authorized representative of the Firm.

Form TECH-1
Technical Proposal Submission Form

{Location, Date}

To: *[Zarai Taraqiati Bank Limited]*

Dear Sirs:

We, the undersigned, offer for “**APPOINTMENT OF IFRS-9 CONSULTANT**” in accordance with your Request for Proposals dated *[Insert Date of Publication]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal on PPRA EPADs”.*

{If the Bidder is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Bidder’s Proposal includes Sub-Bidders, insert the following: We are submitting our Proposal with the following firms as Sub-Bidders: {Insert a list with full name and address of each Sub-Bidder.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until *120 days from the last date of submission of bid*.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) We undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITB Clause 12 and ITB Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) There is no conflict between partners of firm, if there is any conflict arise between partners of the firm, it shall not affect the assignment of ZTBL.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Bidder (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-Bidders who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Bidder), and the Bidder's role/involvement.

02 A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

02 B - Bidder's Experience

1. List only previous similar assignments successfully completed in the last [05] years.

2. List only those assignments for which the Bidder was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-Bidders, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents (i.e copy of LOI/PO/Satisfactory report etc) and references if so requested by the Procuring Agency.

Duration	Similar Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency	Approx. Contract value/amount paid to your firm	Role on the Assignment	Any other detail
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}	

Form TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

03 A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

03 B - On Counterpart Staff and Facilities

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

Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

{Suggested structure of your Technical Proposal (in FTP format):

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

Form TECH-5
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Break down of Deliverables ¹ (D-..)	Weeks					
		1	2	3	N	TOTAL
D-1	{e.g., Deliverable #1: Report						
	1)						
	2)						
	3)						
	4)						
n							

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Note:

1. The above mentioned activities are only for reference purpose. The bidder shall define the activities and timeliness as per his own methodology.

FORM TECH-6

Proposed Team of Bidders for ZTBL's Assignment & CVs

Bid No. ZTBL-XXX-2024

Bid Title: _____

< Please provide at-least following information in respect of each member of the proposed team along with detailed CV of each member >

S No	Name of Team Leader/expert/Member	Role in ZTBL's Assignment	Qualification	Skills & Expertise	Worked on Similar (Project Name and Client Name)	Experience (in years) Related to Assignments
1						
2						
3						
4						
5						

Signed _____

Name _____

In the capacity of _____

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Bidder to...]		

	For references: Tel...../e-mail.....; Mr., deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Bidder
(the same who signs the Proposal)

Form TECH-07
Bidder Qualification Criteria

S #	Condition	Requirement/ Document to be attached	Enclosed? Yes/ No	Proposal Page Ref.
1.	Power of Attorney/Authorization on stamp paper	Affidavit on stamp paper		
2.	The bidding firm must be registered /incorporated in Pakistan with relevant authorities and have existence for at least 05 years since date of registration and as on "Deadline for Submission of Bids".	Copy of Certificate of incorporation / registration in Pakistan.		
3.	"A" rated audit firms of chartered accountants (as per latest SBP panel of auditors)	Attach proof		
4.	The bidding firm must be Satisfactory QCR Rating as per latest list issued by ICAP.	Latest satisfactory QCR rating issued by ICAP.		
5.	Past Experience	The bidder must have provided IFRS-9 related services in Pakistan to at-least one major bank (*) during last five years.		
6.	Bid Validity of 120 Days	Clearly mention in the Technical proposal.		
7.	Bid Security	The soft copy of the required bid security shall be submitted through EPADS and original bid security shall be submitted to PA before given deadlines.		
8.	Income tax (NTN)/STRN Certificate and active tax payer status.	Valid Income Tax (NTN)/STRN Certificate with FBR Active Tax Payer Status printout		
9.	Affidavit for not being blacklisted, no conflict of interest of the bidding firm and the bidding firm or its partners have no conflict or legal dispute which can affect the desired services.	Affidavit that the firm is not blacklisted by the Government / Semi Government / Autonomous Organization all over Pakistan on non-judicial stamp paper. (Sample at TECH-08)		

By signing this Form, we hereby declare that all information provided above IS correct by the best of our knowledge.

** Note: Major Bank includes Public Sector bank, Private Sector Bank, Specialized bank, Foreign bank, Microfinance bank as defined by the State Bank of Pakistan.*

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement. Further by signing this form, we confirm that ZTBL all terms and conditions of bidding document and the Procurement Contract supersede terms & conditions (if any) mentioned by our firm.

SIGNATURES OF AUTHORIZED PERSON
NAME _____
DESIGNATION _____

Affidavit on non-judicial stamp paper confirming that the bidding firm has never been black-listed and there is no conflict of interest. (TECH-08)

Tender No. <u>ZTBL-XX-2024</u>	Title:
Bid _____	
In the context of above stated tender, We M/s -----, hereinafter referred as “bidding firm”, hereby solemnly state and confirm:	
i. That as of today, we have never been blacklisted by any Govt./Semi Govt./Autonomous organization all over Pakistan.	
ii. That there is no possibility of conflict of interest of the bidding firm with any deliverable of the above mentioned head hunting assignment if the contract is awarded to it.	
iii. That hiring of M/s ----- for the above mentioned assignment, by its nature, is not in conflict with another assignment of the bidding firm.	
iv. There is no conflict between partners of firms which can affect the contract (if signed) with ZTBL.	
Signed _____	
Name _____	
In the capacity of _____	
Authorized to Sign for and on behalf of M/s _____	
Date _____	

Section IV. Financial Proposal - Standard Forms
FORM FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [ZTBL, Head Office Islamabad]

Dear Sirs:

We, the undersigned, offer for **“APPOINTMENT OF IFRS-9 CONSULTANT”** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until [insert day, month and year in accordance with required bid validity].

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Bidder, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2

Price Schedule

(Please complete the price schedule as per the format below on company letter head with company seal and authorized personnel signatures)

Tender No. ZTBL-CS-2024

Tender Title: APPOINTMENT OF IFRS-9 CONSULTANT

1. The Schedules do not generally give a full description of consultancy services to be performed under each item. However, it is assumed that Bidders shall have read the TORs, Scope of work and other sections of the RFP to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
2. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.
3. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.

Sr#	Description of Assignment	Price without Taxes	Taxes (Rate of GST)	Total Price with all applicable taxes
01	IFRS-9 Consultancy price (As per TORs)			
	Total Bid Price			

The price for our original Technical Proposal, inclusive of all applicable taxes, is: Rs. _____ for the year 2024 and payable in the manner agreed in the contract.

- All prices inclusive of all governing and prevailing taxes.
- The total price given in above table would be considered price/ cost to meet the Scope of Work of RFP.

Name of Bidder:	
Authorized Signature of Bidder:	

Form of Bid Security (Bid Bond)

{to be filled on company letter head and placed in Technical proposal}

Beneficiary: *[Procuring Agency to insert its name and address]*

Tender No.: *[Insert Tender No]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date]*

CDR/PO No.: *[Insert Bank CDR reference number]*

We have submitted the bid against in accordance to terms and conditions of this bid document. We bind ourselves, our successors and assigns, jointly and severally, firmly and undertake that ZTBL reserves the right to en-cash/forfeit the bid security if bidder;

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

The bid security shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided/requested by the Procuring agency.

[Signature(s)]

Section V. Eligible Countries

All the Bidders are allowed to participate in the subject procurement without regard to nationality, except Bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

i. *state "none"]*

Section VI. TERMS OF REFERENCE (TORs)

1. **Goal:** The assignment is aimed to appoint IFRS-9 consultant of the Bank.
2. **Objective(s) of the Assignment:** This Request for Proposal (RFP) expects and seeks consultancy services required for implementation / adoption of IFRS-9 as required by the regulators.
3. **Scope of Services, Tasks (Components) and Expected Deliverables:** The prospective IFRS-9 Consultant will be required to render its services for the following;
 - a. Perform initial diagnostic and quantitative impact analysis on AS-IS & TO-BE basis to determine gap analysis for IFRS-9 implementation as per Regulatory guidelines and industry best practice.
 - b. Develop a plan for the IFRS-9 application, implementation challenges and key issues needed to be addressed for implementation of IFRS-9.
 - c. Assess the existing infrastructure and provide recommendations on the required changes or upgrades for bank wide implementation of IFRS-9.
 - d. Ensure compliance of all internal stakeholders (function wise) with statutory requirements in respect of IFRS-9 implementation.
 - e. Assess the existing infrastructure and develop system based expected credit loss (ECL) calculator for the Bank and any other requirements under IFRS-9.
 - f. Review of existing policies and manuals and update with the latest requirements of IFRS-9 wherever deems necessary.
 - g. Calculating Bank-wide impact assessment of IFRS-9 including but not limited to financial position of the Bank, Strategic and organizational changes required along with qualitative/quantitative gap analysis and impact of Fair value, EIR and modification accounting treatment and how bank can cope with any negative impacts under above methodology.
 - h. Review the existing Capital Adequacy and other regulatory requirements and suggest changes as per IFRS-9 guidelines.
 - i. Development of new regulatory reporting guidelines w.r.t IFRS-9 requirements such as RCOA/ISIC templates and methodologies etc.
 - j. Assistance in incorporating all possible impacts of IFRS-9 in the annual financial statements along with detailed notes of advances, investments, provisions and write offs and any other disclosure which has been impacted materially with separate disclosures to show the impact of IFRS-9 implementation on regulatory capital requirement as a result of additional provisioning.
 - k. Support determining of key factors for inclusion in the model(s) for onward calculation of ECL and assist in industry benchmarking of quantitative results.
 - l. Review of existing ECL Model and develop a new system/module for accurate and timely reporting under IFRS-9 guidelines.
 - m. Development of appropriate training strategies under IFRS-9 and training of master trainers
 - n. Provision of the services should be in line SBP guidelines and industry best practices.
4. **Team Composition & Qualification Requirements for the Key Experts (and any other requirements, which will be used for evaluating the Key Experts under Data Sheet.**

Required Qualification of key experts

- Expertise in Development of ECL models/ calculator and related requirements within banking industry.
- Professional Qualification with proven track record.

Experience**For team leader:**

- At least 05 years of professional and relevant experience (post qualification).
- Expertise in Development of ECL models/ calculator and related requirements within banking industry.
- Having undertaken IFRS-9 implementation assignment as team lead for a bank / financial institution.
- Clear understanding of banking business, while agri-business and rural financing know how will be considered as +.
- Experience of PPRA rules, contract management and related matters
- Excellent verbal and written communication skills

For team members: (Minimum two members are required however, bidder firm may add members in proposed team to cover the required scope)

- Minimum 02 years of relevant experience (post qualification) for banking and financing services industry.
- Experience of PPRA rules & regulations, contract Act, and other related rules and regulations
- Excellent verbal and written communication skills.

5. **Reporting Requirements and Time Schedule for Deliverables:** The ~~audit~~ firm shall propose expected timelines in such a manner that the statutory timelines may be complied by the procuring agency. At the end of each scope of assignment the firm shall deliver appropriate report / certificate to comply with the statutory requirements.

PART II

Section VII. Conditions of Contract and Contract Forms

Foreword

1. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the Bidders required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Bidder provides services on a timed basis according to quality specifications, and Bidder's remuneration is determined on the basis of the time actually spent by the Bidder in carrying out the Services and is based on (i) agreed upon unit rates for the Bidder's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Bidder and to be involved in the daily execution of the assignment.
2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

Section VIII
STANDARD FORM OF CONTRACT
(Lump-Sum)

Contract for Bidder's Services

Tender Title _____

Contract No. _____ (Same Tender No. _____)

Between

[Zarai Tarqiati Bank Limited (ZTBL)]

And

[Name of the Bidder]

Dated: _____

1. Form of Contract

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

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

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

WHEREAS

- (a) The Procuring Agency has requested the Bidder to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Bidder, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Procuring Agency has funds to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: The Letter of Intent to the Supplier for Award of Contract
 - Appendix D: The Acceptance Letter submitted by the Supplier
 - Appendix E: The Bid Submission Sheet, the Price Schedules submitted by the Supplier.
 - Appendix F: The Technical & Financial Proposal submitted by the Bidder.
 - Appendix G: The Purchase order issued by ZTBL
 - Appendix H: Bid Document/RFQ
 - Appendix I: Location of Services (If appendix is not given, the service shall be provided at ZTBL Head Office Islamabad)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Procuring Agency and the Bidder shall be as set forth in the Contract, in particular:
 - (a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Procuring Agency shall make payments to the Bidder in accordance with the provisions of the Contract.

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

For
M/S _____(PVT) Ltd

For
ZARAI TARAQIATI BANK LTD.

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

WITNESS:

1. -----
NAME
SIGNATURE & OFFICIAL STAMP

1. -----
NAME
SIGNATURE & OFFICIAL STAMP

2. -----
NAME
SIGNATURE & OFFICIAL STAMP

2. -----
NAME
SIGNATURE & OFFICIAL STAMP

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

2. Proposal Security Form

To: [name of the Procuring Agency]

Whereas [name of the Bidder] (hereinafter called “the Bidder/Service Provider) has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called “the proposal”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of PA] (hereinafter called “the Procuring Agency”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- 1. If the Proposal
 - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
 - (b) Disagreement to arithmetical correction made to the Proposal price; or
 - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
- 2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

General Conditions of the Contract

A. General Provisions

1. Definitions

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

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

the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Bidder's proposal.

- (p) **“Local Currency”** means the currency of Pakistan
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Bidder or its Sub-Bidder to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Procuring Agency or the Bidder, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.
- (v) **“Sub-Bidders”** means an entity to whom/which the Bidder subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Bidder or a Sub-Bidder.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix I** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Bidder is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Bidder's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption**
- 10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
- 10.2 The Bidder/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-Bidders, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by consultant appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Bidder instructing the Bidder to begin carrying out the Services through issuance of purchase order. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Bidder shall ensure availability of Key Experts and begin carrying out the Services immediately after issuance of purchase order.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such validity time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Procuring Agency, shall either:
- (a) demobilize, in which case the Bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
 - (b) Continue with the Services to the extent reasonably possible, in which case the Bidder shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.
- 18. Suspension** 18.1. The Procuring Agency may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Bidder of such notice of suspension.
- 19. Termination** 19. 1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

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

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

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

b. By the Bidder

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

- (a) If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Procuring Agency, the Bidder shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6 Upon termination of this Contract, the Procuring Agency shall make the payments to the Bidder as per payment terms mentioned in ITB.

C. Obligations of the Bidder

20. General

- a. Standard of Performance**
- 20.1 The Bidder shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
- 20.2 The Bidder shall employ and provide such qualified and experienced Experts and Sub-Bidders as are required to carry out the Services.
- 20.3 The Bidder may subcontract part of the Services to an extent and with such Key Experts and Sub-Bidders as may be approved in advance by the Procuring Agency.
- b. Law Applicable to Services**
- 20.4 The Bidder shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps

to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

- 21. Conflict of Interests**
- 21.1 The Bidder shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Bidder Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Bidder pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Bidder's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Bidder and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Bidder's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Bidder shall not engage, and shall cause its Experts as well as its Sub-Bidders not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Bidder has an obligation and shall ensure that its Experts and Sub-Bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Bidder**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Bidder's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Bidder**
- 24.1. The Bidder (i) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the

Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Bidder shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

26.1. The Bidder shall submit to the Procuring Agency the reports and documents specified in **section VI (6) of RFQ**, in the form, in the numbers and within the time periods set forth in clause 33 of ITB.

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

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

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials etc. made available to the Bidder by the Procuring Agency, or purchased by the Bidder wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions.

While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

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

29. Code of Conduct

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

D. Bidder's Experts and Sub-Bidders

30. Description of Key Experts

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

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

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

31. Replacement of Key Experts

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

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

32. Approval of Additional Key Experts

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

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

33. Removal of Experts or Sub-Bidders

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

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

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

34. Replacement/ Removal of Experts – Impact on Payments

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

35. Working Hours, Overtime, Leave, etc.

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

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

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

E. Obligations of the Procuring Agency**36. Assistance and Exemptions**

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

- (a) Assist the Bidder with obtaining work documents and such other documents as shall be necessary to enable the Bidder to perform the Services.
- (b) Assist the Bidder with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit passes and any other documents required for their work in the Procuring Agency while carrying out the Services under the Contract.
- (c) If required, Provision of appropriate space in procuring agency for smooth completion of assignment.

- (d) Provide to the Bidder any such other assistance as may be specified in the **SCC**.
- 37. Access to Project Site** 37.1 The Procuring Agency warrants that the Bidder shall have, free of charge, unimpeded access to the Head office and branches of ZTBL for smooth completion of assignment.
- 38. Change in the Applicable Law Related to Taxes and Duties** 38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
- 39. Services, Facilities and Property of the Procuring Agency** 39.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 39.2 In case that such services, facilities and property shall not be made available to the Bidder as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof pursuant to Clause GCC 42.3.
- 40. Counterpart Personnel** 40.1 The Procuring Agency shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Bidder's advice, if specified in **Appendix A**.
- 40.2 If counterpart personnel are not provided by the Procuring Agency to the Bidder as and when specified in **Appendix A**, the Procuring Agency and the Bidder shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Bidder as a result thereof pursuant to Clause GCC 42.3.
- 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
- 41. Payment Obligation** 41.1 In consideration of the Services performed by the Bidder under this Contract, the Procuring Agency shall make such payments to the Bidder and in such manner as is provided in Clause 32 of ITB.

F. Payments to the Bidder

- 42. Ceiling Amount**
- 42.1 The Bid price has been mentioned in financial proposal of the bidder. However, ZITBL will make payment against the price/amounts mentioned in the purchase order.
- 42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- 43. Remuneration and Reimbursable Expenses**
- 43.1 The Procuring Agency shall pay to the Bidder the price of consultancy services as per issued purchase order.
- 44. Taxes and Duties**
- 44.1 The Bidder, Sub-Bidders and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes such as GST(itemized and finalized at Contract negotiations) are reimbursed to the Bidder or are paid by the Procuring Agency on behalf of the Bidder under applicable rules and regulations.
- 45. Currency of Payment**
- 45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
- 46. Mode of Billing and Payment**
- 46.1 The payment shall be issued as per payment clause mentioned in ITB. Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. No advance payment will be made to Bidder.
 - (b) The Bidder will submit the payment invoice including Sales tax invoice and delivery challan after successful delivery of deliverables as per scope of project.
 - (c) The Procuring Agency shall pay the Bidder's invoices within thirty (30) days after the receipt of invoices and satisfactory report by the Procuring Agency. Only invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the Procuring Agency may add or subtract the difference from any subsequent payments.
 - (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency

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

- (e) All payments under this Contract shall be made to the Bidder through pay order/cross cheque(s) issued by ZTBL.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder.
- (g) If applicable ZTBL may deduct LDC from the payment invoice, as per applicable rate.

47. Interest on Delayed Payments

47.1 The Bidder shall not claim interest on delayed payments.

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

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

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

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

49.4 The process for dispute resolution is specified in the **SCC**

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 12 Months
21 b.	The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 NO
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of _____ Equal to bid price _____ (a) employer's liability and workers' compensation insurance in respect of the experts and Sub-Bidders in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate
27.1	[If applicable, insert any exceptions to proprietary rights provision] No exception granted in any form or another
27.2	The Bidder shall not use these documents for purposes unrelated to this Contract
29. Code of Conduct	The Bidder is "required" to have a Code of Conduct for Experts as per the policy of the Authority.
36.1	<i>[any other assistance required by bidder in his proposal can be inserted as per sole discretion of procuring agency]</i>
42.2	The ceiling in local currency is: _____ (Total value of quoted bid price _____ inclusive of local indirect taxes.
43.3	Price adjustment on the remuneration does not apply.
44.1 and 44.2	Any Applicable taxes as per local laws are applicable and will be deducted by ZTBL

<p>45.1</p>	<p>The currency of payment shall be the following: <i>PAK Rupees (PKR)</i></p>
<p>46.1(a)</p>	<p>No advance payment is applicable</p>
<p>49.</p>	<p>Dispute Resolution</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS. <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.</p> <p>Arbitrator’s fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name</p>

	<p>of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator.</p> <p>Rules of procedure for arbitration proceedings:</p> <p>Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p> <p>Place of Arbitration and Award:</p> <p>The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.</p>
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I-APPENDICES

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: The Letter of Intent to the Supplier for Award of Contract
- Appendix D: The Acceptance Letter submitted by the Supplier
- Appendix E: The Bid Submission Sheet, the Price Schedules submitted by the Supplier.
- Appendix F: The Technical & Financial Proposal submitted by the Bidder.
- Appendix G: The Purchase order issued by ZTBL
- Appendix H: Bid Document/RFQ
- Appendix I: Location of Services (If appendix is not given, the service Shall be provided at ZTBL Head Office Islamabad.