

**F.No.3(12)/IF-IV/2006**  
**GOVERNMENT OF PAKISTAN**  
**FINANCE DIVISION**  
(INTERNAL FINANCE WING)

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**REQUEST FOR PROPOSALS (RFP)**  
**(Selection of Consultancy Firm)**

INVITATION OF BIDS FOR FEASIBILITY STUDY ON MODERNIZATION AND  
RESTRUCTURING OF PAKISTAN MINT, LAHORE

Pakistan Mint was established at Lahore in 1942 during the Second World War. The Mint is responsible for minting of coins in Pakistan. At present, coins of Rs 1, 2 & 5 denominations are being minted. Pakistan Mint also manufactures Medals, Medallion, Military awards, civil awards etc. to meet the demand of Ministry of Defense, President's Secretariat and other civilian departments. Postal Seals and Stamps etc. for use by Postal Department are also prepared in the Mint. Besides, confiscated gold is refined at Mint and converted into standard 5 Kg bars for supply to State Bank of Pakistan (SBP).

2. The obsolete machinery & equipment of Mint require up-gradation and modernization for enhancing its productivity, quality of outputs and cost effectiveness. Further, its existing manpower/staff also lacks requisite expertise/qualification. Therefore, in order to achieve these objectives, it has been decided to modernize and restructure Pakistan Mint.

3. In order to restructure and modernize Pakistan Mint for the production of coins, medals and medallions, Government of Pakistan invites proposals from the qualified/registered national and international well reputed firms/companies for carrying out feasibility study. Seventy Nine (79) pages RFP-Documents including Scope of work, detailed Terms of Reference (TORs), evaluation criteria, instructions to firms etc. are available and can be downloaded from the websites of Finance Division [www.finance.gov.pk](http://www.finance.gov.pk) as well as Public Procurement Regulatory Authority (PPRA) [www.ppra.org.pk](http://www.ppra.org.pk)

4. Interested firms (national/international) are requested to send their proposals to the undersigned in two separate sealed envelopes clearly mentioned as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” by **6<sup>th</sup> July 2010 at 14:00 hrs**. The bids will be opened on the same day **at 15:00 hrs** in the presence of bidders or their representatives.
5. The task will be accomplished **within 120 days** after award of contract. The assignment is based at Pakistan Mint, Lahore with frequent travel to Islamabad/Karachi.
6. It is not permissible to transfer this invitation to any other firm.
7. A firm will be selected under Quality and Cost based selection method and procedures described in this RFP and in accordance with the Public Procurement Rules.
8. The RFP includes the following documents:
  - Section 1 - Advertisement
  - Section 2 - Instructions to Firms (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract

**Section Officer (IF-IV)**

Finance Division,  
(Internal Finance Wing)  
Room No. 508, Block “Q”  
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# **REQUEST FOR PROPOSALS**

# **Selection of Consultancy Firm**



**Ministry of Finance  
Government of Pakistan**

**May 2010**

**RFP # 3(12) IF-IV/2006**

## **REQUEST FOR PROPOSALS**

*Country*..... **Pakistan**

*Agency*..... **Finance Division**

*Title of Consulting Services*..... **Modernization and Reconstruction  
of Pakistan Mint, Lahore**

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**F.No.3(12)/IF-IV/2006**  
**GOVERNMENT OF PAKISTAN**  
**FINANCE DIVISION**  
**(INTERNAL FINANCE WING)**

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## **Section 1 Advertisement (Letter of Invitation)**

### **REQUEST FOR PROPOSALS (RFP)** **(Selection of Consultancy Firm)**

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## **Section 2. Instructions to Consultants**

- 1. Introduction**
- 1.1 Finance Division (FD) named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per PPRA rules.
  - 1.2 The Consultants 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
  - 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Finance Division, Islamabad and Pakistan Mint, Lahore before submitting a proposal to obtain any information in this regard.
  - 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
  - 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Finance Division is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.6 Consultants will provide professional, objective, and impartial advice and at all times hold Finance Division's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
    - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any the circumstances set forth below:

- Conflicting activities** 1.6.1(i) A firm that has been engaged by Finance Division to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments** 1.6.1(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting FD in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
- Conflicting relationships** 1.6.1(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of FD's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Finance Division throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Finance Division (FD), or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or serving/contract employees of FD or Pakistan Mint shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the FD/Mint to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any Department employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official positions and allowed to work full-time outside of their previous official position. Such certification shall be provided to FD by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, FD shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant other any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 The Consultants competing for this consultancy will adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Finance Division:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of Finance Division, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices, in competing for the contract in question;
  - (c) will cancel the contract if it determines at any time that representatives of the client or the consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; and
  - (d) will sanction a Consultant including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
- 1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services** 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Government of Pakistan prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any imports of goods from that country or any payments to persons or entities in that country.

**Only one Proposal**

1.11 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

**Proposal Validity**

1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. FD will make its best effort to complete negotiations within this period. Should the need arise; however, FD may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.

**Eligibility of Sub-Consultants**

1.13 In case a Consultant intends to associate with Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria.

**2. Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to FD's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should FD deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before submission of Proposals, FD may amend the RFP by issuing an addendum in writing or by standard electronic

means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals FD may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **3. Preparation of Proposals**

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and FD shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine, in detail, the documents comprising the RFP. Material deficiencies in providing the information requested, may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A Consultant must first obtain the approval of FD if it wishes to enter into a joint venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

### **Language**

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in

which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of FD's national language.

**Technical  
Proposal  
Format and  
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the FTP. A page is considered to be one printed side of A4 or letter size paper.

- (a) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by FD as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by FD.
- (b) For the FTP, comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology,

work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP, a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**Financial Proposals**

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

**Taxes**

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by FD under the Contract. Any such taxes (amounts) shall be accordingly

included in the Financial Proposal and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of two freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

#### **4. Submission, Receipt, and Opening of Proposals**

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.12) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original one will govern.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** *[insert the*

*time and date of the submission deadline indicated in the Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.*

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by FD not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para 2.2. Any proposal received by FD after the deadline for submission shall be returned unopened.

4.6 FD will open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

**5. Proposal Evaluation**

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

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

**Evaluation of Technical Proposals**

5.2 The evaluation committee shall evaluate the Technical Proposals (TP) on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not address/ respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Financial Proposals for QBS**

5.3 Following the ranking of Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**

- 5.4 After the technical evaluation is completed, FD will inform the Consultants who have submitted proposals and technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying marks or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. FD will simultaneously notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultant's representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case, an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted into a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (FP) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be

computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (TP) and financial (FS) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = TP \times T\% + FS \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 6. Negotiations**      6.1      Negotiations will be held at the date, time and venue indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in FD proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**      6.2      Negotiations will include a discussion of the Technical Proposal, the proposed technical approach, methodology, work plan, organization, staffing, and any suggestions made by the Consultant to improve the Terms of Reference. FD and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from FD to ensure satisfactory implementation of the assignment. FD shall prepare minutes of negotiations which will be signed by FD and the Consultant.
- Financial negotiations**      6.3      If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- Availability of Professional staff/experts**      6.4      Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, FD expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, FD will require assurances that the Professional staff will be actually available. FD will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or

medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

6.5 Negotiations will conclude to review of the draft Contract. To complete negotiations FD and the Consultant will initial the agreed Contract. If negotiations fail, FD will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

7.1 After completing negotiations FD will award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After signing of the contract, FD shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## Instructions to Consultants

### DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: <b>Ministry of Finance, Government of Pakistan</b></p> <hr/> <p>Method of selection: <b>Quality and Cost Based</b></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Name of the assignment is: <b>Modernization and Restructuring of Pakistan Mint, Lahore</b></p>
1.3	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The Pre-proposal Conference will be held on <b>21<sup>st</sup> June, 2010 at 11:00 am</b> on the address recorded below.</p> <p>The Client's representative is: <b><i>Asghar Ali</i></b>, Address: <b>Section Officer (IF-IV), Ministry of Finance, Room # 508, Q-Block, Pak, Secretariat, Islamabad, Pakistan</b></p> <hr/> <p><b><i>Telephone:0092-51-9209568 Facsimile:0092-51-9206362</i></b></p>
1.4	<p>The Client will provide the following inputs and facilities: _____ <b>No</b></p>
	<p>The Client envisages the need for continuity for downstream work: <b>Yes</b></p>
	<p>Proposals must remain valid for <b>90 (ninety) days</b> after the submission date.</p>

2	<p>Clarifications may be requested not later than <b>7 (seven)</b> days before the submission date.</p> <p>The address for requesting clarifications is: <b><i>Asghar Ali</i></b>  <b>Address: Section Officer (IF-IV), Ministry of Finance, Room # 508, Q-Block, Pak, Secretariat, Islamabad, Pakistan</b>  <b>Facsimile: 0092-51-9209568</b></p>
3.1	Proposals shall be submitted in the following language: <b>English</b>
3.2	Consultants may associate with other short listed Consultants: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.3	The estimated number of professional staff required for the assignment is:
3.4	The format of the Technical Proposal to be submitted is: <b>FTP</b>
3.5	Training is a specific component of this assignment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3.6	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Finance Division will NOT reimburse the Consultant for any such taxes paid by the Consultant:</p>
3.7	Consultant to state local cost in the national currency: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4.	Consultant must submit the <b>original and 5 copies</b> of the Technical Proposal, and the <b>original</b> of the Financial Proposal.
4.1	<p>The Proposal submission address is: <b><i>Asghar Ali, Section Officer (IF-IV), Ministry of Finance, Room # 508, 'Q' Block, Pak. Secretariat, Islamabad</i></b></p> <p>Proposals must be submitted not later than <b>6<sup>th</sup> July 2010 at 14:00 hrs.</b></p>

<p><b>5</b></p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical - Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader</td> <td style="text-align: right;">[8]</td> </tr> <tr> <td style="padding-left: 20px;">b) [<i>SOP expert</i>]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">c) [<i>Senior Consultant Financial Accounting &amp; MIS</i>]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">d) [<i>Consultant Business Process reengineering and metrological</i>]</td> <td style="text-align: right;">[8]</td> </tr> <tr> <td style="padding-left: 20px;">e) [<i>Senior Civil Engineer</i>]</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</td> </tr> <tr> <td style="padding-left: 20px;">1) General qualifications</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td style="padding-left: 20px;">3) Experience in region</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> <tr> <td>(iv) Suitability of the transfer of knowledge (training) program:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Relevance of training program</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td style="padding-left: 20px;">b) Training approach and methodology</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td style="padding-left: 20px;">c) Qualifications of experts and trainers</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iv):</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(v) Induction of local staff with the key professionals</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for the above five criteria:</td> <td style="text-align: right;">100</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">The minimum technical score required to qualify is: 60 Points</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[25]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[15]	b) Work plan	[10]	c) Organization and staffing	[5]	Total points for criterion (ii):	[30]	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	[8]	b) [ <i>SOP expert</i> ]	[5]	c) [ <i>Senior Consultant Financial Accounting &amp; MIS</i> ]	[5]	d) [ <i>Consultant Business Process reengineering and metrological</i> ]	[8]	e) [ <i>Senior Civil Engineer</i> ]	[4]	Total points for criterion (iii):	[30]	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:		1) General qualifications	[20%]	2) Adequacy for the assignment	[60%]	3) Experience in region	[20%]	Total weight:	100%	(iv) Suitability of the transfer of knowledge (training) program:		a) Relevance of training program	[3]	b) Training approach and methodology	[3]	c) Qualifications of experts and trainers	[4]	Total points for criterion (iv):	[10]	(v) Induction of local staff with the key professionals	[5]	Total points for the above five criteria:	100	The minimum technical score required to qualify is: 60 Points	
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<p><b>5.1</b></p>	<p>The single currency for price conversions is: <b><u>Pakistani Rupee</u></b>  The source of official selling rates is: <b><u>Selling rate of Treasury Management Department- State Bank of Pakistan</u></b>   The date of exchange rates is: <b><u>Date of submission of Technical Proposal</u></b></p>																																																						

5.2	<p>The formula for determining the financial scores is the following:</p> <p><math>FS = 100 \times F_m / F</math>, in which FS is the financial score, <math>F_m</math> is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  T = _____ [80]  F = _____ [20]</p>
6	<p>Expected date and address for contract negotiations:</p> <p style="text-align: center;"><b><i>Finance Division</i></b></p> <hr/>
7	<p>Expected date for commencement of consulting services</p> <p>_____ at: <u>Lahore Pakistan</u></p>

### **Section 3. Technical Proposal - Standard Forms**

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

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: **Section Officer (IF-IV),  
Finance Division, Islamabad, Pakistan.**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

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

2 [Delete in case no association is foreseen.]

## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

### **A - Consultant's Organization**

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

## B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	Number of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED  
BY THE CLIENT**

---

**A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

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

## **FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

(For small or very simple assignments the Client should omit the following text in Italic)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

---

**1. Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

**2. Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

---

**3. Name of Staff** *[Insert full name]:* \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

---

**6. Membership of Professional Associations:** \_\_\_\_\_

---

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

---

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

---

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

---

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

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

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

**13. Certification:**

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

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

Full name of authorized representative: \_\_\_\_\_

## FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													<b>Subtotal</b>					
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													<b>Subtotal</b>					
													<b>Total</b>					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input  
 Part time input



## **Section 4. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

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

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses
- Appendix: Financial Negotiations - Breakdown of Remuneration Rates

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To: ***Asghar Ali,,  
Section Officer (IF-IV),  
Finance Division, Islamabad, Pakistan.***

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of all the local taxes.

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

**FORM FIN-2 SUMMARY OF COSTS**

---

<b>Item</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

## FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<b>Group of Activities (Phase):<sup>2</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	<b>Description:<sup>3</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

## FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local Staff</b>							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<b>Group of Activities (Phase):</b> _____								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Client's personnel <sup>6</sup>							
Total Costs								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

## Appendix

### Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

#### 1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments done being away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 FD is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. FD is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Details of rates are discussed below:-

(i) Salary

This is the gross regular cash salary paid to the individuals in the firm's home office. It shall not contain any premium for work done being away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because FD does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not to be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is

the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. FD does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs.

---

<sup>1</sup> Where  $w$  = weekends,  $ph$  = public holidays,  $v$  = vacation, and  $s$  = sick leave.

In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursable expenses**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. Bank Guarantee**

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

**Sample Form**

Consulting Firm:  
Assignment:

Country:  
Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

---

## **Section 5. Terms of Reference**

### **BACKGROUND**

1. Pakistan Mint was established at Lahore in 1942 during the Second World War. The Mint is responsible for minting of coins in Pakistan. At present, coins of Rs 1, 2 & 5 denominations are being minted. Pakistan Mint also manufactures Medals, Medallion, Military awards, Civil awards to meet the demand of Ministry of Defense, President's Secretariat and other civilian departments. Postal Seals and Stamps etc. for use by Postal Department are also prepared in the Mint. Besides, confiscated gold is refined at Mint and converted into standard 5 Kg bars for supply to State Bank of Pakistan (SBP).

2. The obsolete machinery & equipment of the Mint requires up-gradation and modernization for enhancing its productivity, quality of outputs and cost effectiveness. Further, its existing manpower/staff is also lack requisite expertise/qualification. Therefore, in order to achieve these objectives, it has been decided to modernize and restructure Pakistan Mint. The present requirement is as follows :-

a) **CIRCULATION COINS**

<b><u>S.No.</u></b>	<b><u>Denomination</u></b>	<b><u>Tentative Requirement</u></b>
1-	1 Rupee	100 million per Annum
2-	2 Rupee	50 million per Annum
3-	5 Rupee	50 million per Annum
4-	10 Rupee	300 million per Annum
5-	20 Rupee	300 million per Annum
6-	50 Rupee	300 million per Annum

Keeping in view future requirement plant should have capacity of 1100 million or above pieces of coins per shift basis.

---

b) **MEDAL AND AWARDS** 500,000 - 850,000

c) **PAKISTAN POSTS**

Stamps 6000/Annum

Year Punches 300/Annum

Sealing Pliers 100/Annum

Embossing Dies 100/Annum

d) Analysis of confiscated Gold, Silver and other precious metals, their purification and conversion of gold into standard 05 Kg. bar for onward submission to State Bank of Pakistan.

**B- ALLOYS TO BE TREATED**

Al, AlMg , Cu95%/ Sn4%/Zn1% , Cu70%/Ni5.5% Zn24.5%

Cu75%/Ni25% , Cu 79%/Ni1%/Zn20% , Cu65%/Zn35%

Cu89%/Zn5%/Al15%/Sn1%

Bi Metal , Cu70%/Ni12%/Zn18% , Cu72/Ni2/Al 16%

**SCOPE OF WORK**

3. In order to restructure and modernize Pakistan Mint for the production of coins, medals and medallions, the suitably qualified and internationally reputed firms/companies for carrying out feasibility study to modernize and restructure Pakistan Mint, are required to :

- i) Review and analyze future global and domestic demand and trend of different denominations of Coins.
- ii) Selection of material for different denominations e.g. electroplated material, non-ferrous or otherwise, based upon international trends, with best suitable results, i.e. life economy, durability and public acceptability, along with cost comparison of coins based on different raw material.
- iii) Analysis of production and process requirements based upon forecast of circulation of coins and other requirements.
- iv) Advice on appropriate machinery & equipments and technology along with sources of supply and complete cost estimates.

- 
- v) Source of supply as well as their international references :-
- (a) Supply of spare parts essentially required
  - (b) Transfer of technology
  - (c) Manpower training
  - (d) Timeframe for supply & installation of plant.
- vi) Advice on Modernization of Mint in phases or otherwise.
- vii) Advice on ancillary equipments essential for successful production unit such as tooling, handling equipments/packaging, storage, laboratory maintenance facilities, production of Dies, security features, inspection characteristics etc.
- viii) Study about feasibility of location of new set up within the existing premises or elsewhere.
- ix) Advice on civil works and construction of building required for the operation of new set up.
- x) Assessment of manpower (workers/staff/officers) required and their training requirement minimum technical and education requirements to run modern plant in an efficient manner.
- xi) Help in preparation of detailed specifications of tender documents.
- xii) Advise on the optimum capacity parameters for the new Mint.
- xiii) Advise on the level of automation.
- xiv) Advise on financial system and corporatization of Mint.
- xv) Develop Service Manual and Standard Operating Procedures (SOPs).
- xvi) Develop Management Information System and Organizational Set up.

#### **LOCATION AND DURATION OF ASSIGNMENT**

4. The task will be accomplished **within 120 days** after award of contract and location of the assignment will be based at Pakistan Mint, Lahore with frequent travel to Islamabad/Karachi

---

## **TIMEFRAME FOR COMPLETION OF TASK**

5. 10% of the contract price will be paid on the commencement date against submission of a Bank Guarantee for same value. The Bank Guarantee will be released at the time of final settlement of report/task.

S.No.	Activity	Deadline	Payment schedule, % of Lump-Sum Amount
1	Review and study of existing system	One month from date of signing of contract	10%
2.	On Finalization and approval of proposals about operational restructuring and advice on appropriate machinery/equipment.	Two months from date of signing of contract	10%
3.	Report on development of MIS and Organizational set up under new framework.*	Three months from date of signing of contract.	10%
4.	Preparation of SOPs and Tender documents for procurement of machinery/equipments etc. and civil works	Three and half months from date of signing of contract.	20%
5.	On submission of draft feasibility report, covering all the aspects.	Four months from date of signing of contract	20%
6	On approval of final report.	On completion of contract	30%

The consultants would be available for trouble shooting during the first year of the implementation of the Project.

The Technical proposals do not secure minimum qualifying score (60) will be returned along with Financial Proposal unopened. The technical proposals will be opened **on 6<sup>th</sup> July 2010 at 15:00 hrs** at Finance Division (2<sup>nd</sup> Floor Committee Room), Q Block, Pak Sectt., Islamabad **in the presence of bidders or their authorized representatives of bidders**. The Financial proposals will be opened subsequently after completing all the formalities under the Rules in the presence of authorized representatives of qualified bidders. Exact date for opening of financial proposals will be intimated to the successful bidders. TORs can also be downloaded from the website of Finance Division [www.finance.gov.pk](http://www.finance.gov.pk) and PPRA i.e. [www.ppra.org.pk](http://www.ppra.org.pk)

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## Section 6. Standard Forms of Contract

*[For contracts for more than US\$200,000, Consultants will use one of the two Bank standard forms of contracts that are attached:*

*Standard Form of Contract  
Consultant Services  
Time-Based,*

*Standard Form of Contract  
Consultant Services  
Lump-Sum*

*For contracts of US\$200,000 or less, Consultants may use one of the two Bank sample contracts (time-based or lump-sum remuneration) also attached.*

*Circumstances under which these contracts are used are described in their prefaces. The lump-sum remuneration type is likely to be used more frequently under QCBS, Fixed-Budget Selection, and Least-Cost Selection, whereas the time-based type is more likely to be used under QBS.]*

The attached Form of Contract shall be used.

ANNEX- I

# **Consultant's Services: Lump-Sum Contract**

**STANDARD FORM OF CONTRACT**

# **Consultants' Services**

Lump-Sum

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**CONTRACT FOR CONSULTANTS' SERVICES**

**Lump-Sum**

between

**Finance Division**  
Government of Pakistan

and

---

[name of the Consultant]

Dated: \_\_\_\_\_

## **I. Form of Contract**

### **LUMP-SUM**

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

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

#### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
    - Appendix G: Form of Advance Payment Guarantee

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

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

For and on behalf of *[name of FD]*

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Pakistan.
- (i) “Local Currency” means the currency of Govt. of Pakistan.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means FD or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law  
Governing  
Contract**

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

**1.3 Language**

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

**1.4 Notices**

**1.4.1**

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

**1.4.2**

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

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**1.6 Authority of  
Member in  
Charge**

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

**1.7 Authorized  
Representa-  
tives**

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

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

**1.9 Fraud and Corruption**

**1.9.1 Definitions** FD and Consultant will observe the highest standard of ethics during the selection and execution of such contracts. However, the terms set forth in this regard are defined as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of FD, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

**1.9.2 Measures to be taken** (b) will cancel the contract if it determines at any time that any one of them were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing of contract;

**1.9.3 Commissions and Fees** (d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract.** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By Finance Division**

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

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

**2.6.2 By the Consultant**

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

- (a) If FD fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon Termination**

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

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

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

**3.1.1 Standard of Performance**

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

- 3.2 Conflict of Interests** The Consultant shall hold FD's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2. Consultants not to benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of FD, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by FD, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at FD's request, shall provide evidence to FD showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain FD's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to FD the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of FD, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to FD, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, up to two years from the expiration or termination of this Contract if so required by FD.

#### **4. CONSULTANT'S PERSONNEL**

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by FD.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as FD may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key

Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If FD finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at FD's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to FD.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF FINANCE DIVISION/CLIENT**

- 5.1 Assistance and Exemptions** FD shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** FD shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
  - (a) The price payable in foreign currency/currencies is set forth in the SC.
  - (b) The price payable in local currency is set forth in the SC.

- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to FD specifying the amount due.
- 6.5 Payments** FD will arrange payments within forty five (45) days on receipt of invoices/bills duly verified by the Consultants. No penalty will be imposed upon FD in case the payment is delayed beyond forty five (45) days owing to unforeseen reasons.

## **7. GOOD FAITH**

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

## **8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	{The words “in the Government’s country” are amended to read “in <i>Pakistan</i>
1.2	The language is <i>English</i>
1.3	<p>The addresses are:</p> <p>Client: <u>Finance Division, Government of Pakistan</u></p> <p>Attention: <u>Section Officer (IF-IV), Q-Block, Pak Secretariat, Islamabad</u></p> <p>Facsimile: 0092-51-9206362</p> <p>E-mail: <a href="mailto:asghar001@hotmail.com">asghar001@hotmail.com</a></p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

1.4	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.5	<p>The Authorized Representatives are:</p> <p>For FD: _____</p> <p>For the Consultant: _____</p>
1.6	<p>{The Effective Date is <i>date of signing of contract.</i>}</p>
1.7	<p>The date for the commencement of Services is <i>[insert date]</i>.</p>
1.8	<p>The time period shall be <i>[four months]</i>.</p>
1.9	<p>The risks and the coverage shall be as follows:</p> <p>‘professional liability of at least the amount of the contract’</p>
2.0	<p>{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of FD.}</p>
2.1	<p>The amount in local currency only <i>[insert amount]</i>.</p>

<p><b>2.2</b></p>	<p>The accounts are for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <ol style="list-style-type: none"> <li>1 Ten (10) percent of the Contract Price on review and study of existing system</li> <li>2 Ten (10) percent of the Contract Price on finalization and approval of proposals about operational restructuring and advice on appropriate machinery/equipment.</li> <li>3 Ten (10) percent of the Contract Price on report on development of MIS and organizational set up under new framework.</li> <li>4 Twenty (20) percent of the Contract Price on approval of SOPs and tender documents for procurement of machinery/equipments etc. and civil works.</li> <li>5 Twenty (20) percent of the Contract Price on approval of draft Final feasibility report.</li> <li>6 Thirty (30) percent of the Contract Price on final approval of feasibility report.</li> </ol>
<p><b>2.3</b></p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Lahore High Court, for appointment of arbitrator(s).</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, Lahore High Court will be approached by either party for appointment of third arbitrator.</li> </ol> </li> </ol>

	<p>(c) If, in a dispute subject to Clause SC 2.3, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Lahore High Court, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 2.3 hereof shall be a national of client's country.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Pakistan.</p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>6. <u>Dispute Settlement involving Local/National Consultant</u></p> <p>Any dispute between the parties as to matters pursuant to this contract which cannot be settled amicably within thirty days after receipt by one party of the other party's request for such amicable settlement, may be submitted by either party for settlement in accordance with the provisions of Arbitration Act 1940 as amended from time to time and rules thereafter.</p> <p>Services under the contract shall continue during the Arbitration proceedings. The venue of Arbitration shall be Islamabad, Pakistan.</p>

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF SERVICES**

*Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B - REPORTING REQUIREMENTS**

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

### **APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS**

*Note: List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for Key local Personnel.*

### **APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenses.*

*This appendix will exclusively be used for determining remuneration for additional services.*

#### **APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

#### **APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*Note: List here the services and facilities to made available to the Consultant by the Client.*

#### **APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4(a) and Clause SC 6.4(a).*

## Bank Guarantee for Advance Payment

\_\_\_\_\_ [Bank's Name & Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of FD]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[Signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

# ANNEX- II

## INTEGRITY PACT

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC, PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10,00 MILLION OR MORE.**

Contract Number \_\_\_\_\_ Date \_\_\_\_\_

Contract Value \_\_\_\_\_

Contract Title \_\_\_\_\_

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

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

(Name of Supplied) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration representation or warranty.

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

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

(Seller/Supplier)

(Buyer)