

PRIVATISATION COMMISSION

Request for Proposal
for hiring of Independent Consultancy Firm for Performance Audit of the Privatisation
Commission

Director Administration
Privatisation Commission
4th Floor, Pak-Secretariat (Kohsar Block),
Constitution Avenue, Islamabad, Pakistan
Email: diradmn@privatisation.gov.pk

PRIVATISATION COMMISSION

REQUEST FOR PROPOSAL (RFP)
FOR HIRING THE SERVICES OF CONSULTANCY FIRM FOR PERFORMING INSTITUTIONAL
GAP ANALYSIS AND REFORM ROADMAP

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1) **Instructions to Consultants**

1.1 **Instruction to Consultants**

This RFP documents shall be used for the submission of Competitive Bids as per Annex D below, for participation in the subject tender.

1.2 **Invitation to Bids**

Privatisation Commission invites bids against RFP titled 'Performance Audit' from eligible Consultants.

1.3 **PPRA Rules to be followed**

Public Procurement Regulatory Authority ("Authority" and/or "PPRA") Rules, 2004 (Public Procurement Rules, 2004) will be strictly followed. These Rules may be obtained from PPRA's website. Unless otherwise specified, "Rule" or "Rules" refers to a Rule or Rules under the Public Procurement Rules, 2004.

1.4 **Mode of Advertisement**

As per Rule 12, this RFP is being placed online on the PPRA and Privatisation Commission websites, as well as being advertised in print media.

1.5 **Language**

The bid and all documents relating to the bid, exchanged between the bidder and the Privatisation Commission, shall be in English. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the bid.

1.6 **Restricted Communication and Clarification of Proposal**

To ensure fair consideration for all the bidders, Privatisation Commission prohibits communication to or with any department, officer, or employee during the procurement process, and any contact or communication between Privatisation Commission and the bidders is strictly prohibited, except for matters related to participation in the bidding process and only with the nominated person(s).

1.7 Criteria for Selection

The proposals shall be evaluated under “Quality & Cost base Selection” as given at regulation 3(B) of PPRA Consultancy Services Regulations, 2010. The evaluation of each response to this RFP will be based on its demonstrated financial and technical ability as per Annex D below. The purpose of this RFP is to identify those firms that have the interest, capability, and good rating to do the assignment.

Evaluation Criteria:

- i. Technical proposals will have 70% weightage in evaluation. Marks will be awarded as per the criteria given at Annex-D. Minimum qualifying marks are 70% i.e. firms obtaining at least 70% marks in technical evaluation shall be eligible for financial evaluation.
- ii. Financial proposals will have 30% weightage in evaluation. Marks for financial evaluation will be awarded as per the criteria given at Annex-D.
- iii. Only technically qualified firms will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened. Bidders are encouraged to structure their proposal along these evaluation criteria. Information provided that does not pertain to these evaluation criteria will not be taken into account.

1.8 Selection and Notification

Legal entity which gets the maximum marks after technical & financial evaluation as per Annex D will be awarded the contract. In case the firm which secured the maximum marks is not willing to conduct the assignment then Privatisation Commission will approach the firm who secured second position and so on.

2) Sample Letter of Intent

2.1 Proposal for performing Institutional Gap Analysis and Reform Roadmap of Privatisation Commission:

This will express willingness to carry out the Performance Audit of Privatisation Commission.

3) **Terms of Reference (ToR)**

3.1. Objectives

The Objective of the assignment is to conduct an independent performance and institutional assessment of the Privatisation Commission of Pakistan, evaluating whether it has discharged its statutory mandate with due economy, efficiency, and effectiveness in privatisation transactions. The review shall also identify legal, regulatory, structural, governance, operational, and capacity gaps relative to its statutory mandate international best practices, and develop a sequenced governance reform roadmap to strengthen execution capability and governance.

3.2. Scope of Work

The assignment shall cover

i. Governance & Institutional Framework:

Assessment of institutional mandate, governance arrangements, decision-making structures, accountability mechanisms, and the legal/regulatory framework governing privatisation.

ii. Organization & Human Resource:

Evaluation of organizational structure, staffing levels, human resource quality and quantity, and skill mix relative to functional requirements and comparable international institutions.

iii. Historical Performance & Effectiveness:

Review of the Commission's performance over the past five financial years i.e. 2021-22 to 2025-26) against statutory objectives and KPIs of economy, efficiency, value for money and transparency.

iv. Transaction & Operational Systems:

Examination of transaction management processes, standard operating procedures, and operational execution capability.

v. Digital, Data & Monitoring Systems:

Assessment of digital systems, data management practices, and performance-monitoring arrangements that support decision-making and oversight.

3.3 Methodology & Tools

The Consultant shall apply a structured diagnostic methodology that includes document review,

stakeholder interviews, workshops, maturity-model scoring, benchmarking, and the preparation of gap matrices and reform heat maps.

3.4 Deliverables and Reporting Requirements

The Consultant shall deliver

- i. an inception report detailing scope, methodology, and work plan; and
- ii. a draft and final performance audit report covering the scope of work at para 3.2, presenting evidence-based findings, root-cause analysis, risk implications, and prioritized, time-bound recommendations, supported by a management action plan matrix.
- iii. a current-state diagnostic report along with a gap analysis matrix.

3.5 Assignment Completion

Privatisation Commission intends to complete the assignment as per time schedule at para 3.6 from the signing of the agreement. Therefore, Privatisation Commission expects the Consultant to plan the activities by allocating suitable resources and where admissible, carryout the activities simultaneously. The Consultant must ensure to submit an implementation plan/ timeline to complete the scope of work within the shortest possible timeline.

3.6 Time Schedule

It is envisaged that Consultant to complete the assignment, preferably, within 08 weeks, which may be reviewed at the sole discretion of PC.

3.7 Consulting Firm Criteria

The evaluation criteria have been mentioned in detail in "Technical and Financial Evaluation Criteria" Annex-D.

3.8 Submission of Proposals

Both financial and technical proposals should be submitted to:

Aashij Luqman

Director (Administration)

Privatisation Commission

4th Floor, Pak-Secretariat (Kohsar Block), Constitution Avenue,

Islamabad, Pakistan, Email: diradmn@privatisation.gov.pk

Last date for submission of proposals is 15 days from publication of advertisement.

4) Technical and Financial Evaluation Criteria

i. TECHNICAL EVALUATION CRITERIA

a. Technical proposal will be further processed as follows:

| S.No | Evaluation Criteria | | Marks |
|---|--|--|-------|
| | Specific Firm Experience related to the assignment | | |
| (a) | 1. Policy and Compliance | Relevant experience in undertaking assignments relating to; <ul style="list-style-type: none"> • Review of laws, rules and regulations • Compliance and enforcement framework • Public sector regulatory reform • Legal gap analysis | 30 |
| | 2. Human Resource | Experience in completing assignments related to human resource management, including assessment of existing staff capacity, training needs assessment, institutional capability evaluation and development of capacity-building programs for strengthening organizational performance. | |
| | 3. Third Party Audit/ Institutional Gap Analysis/ Internal Control systems | Experience in successfully completing third party performance audit/ Institutional gap analysis and designing internal control systems preferably in Public Sector | |
| <p>Successfully completed projects in all of the above three areas (No of projects may vary in each)</p> <p>1. Sector Marking scheme</p> <ol style="list-style-type: none"> 1. Diversified assignment in public sector/ multilaterals/ international organization/ Regulatory Bodies and private sector- 10 Marks 2. Multiple (more than 05) similar nature assignments in any two of the 05 sectors in (1) above - 07 Marks 3. Limited sector level experience- upto 05 Marks <p>2. Experience in successfully completed assignments in all of the above areas <u>Marking scheme:</u></p> <ul style="list-style-type: none"> • Completed mandates <ul style="list-style-type: none"> ✓ 12 or more – 10 marks ✓ 8 or above – 05 marks ✓ Less than 08 – 03 mark <p>3. Size of the past assignments</p> | | | |

| | | |
|-----|--|----|
| | <p>3.1 Consultancy provided to entities;</p> <ul style="list-style-type: none"> • Turnover or Government grant <p><u>Marking Scheme</u> Experience with clients having turnover or government grant of above PKR 200 Million- 05 Marks Experience with clients having turnover or government grant between PKR 100 Million- PKR 200 Million- 03 Marks Experience with clients having turnover or government grant less than PKR 100 Million- 02 Marks</p> <p>3.2 Consultancy provided to entities</p> <ul style="list-style-type: none"> • Number of employees <p><u>Marking Scheme</u> Experience with clients having >300 employees- 05 Marks Experience of assignments with Clients having 200–300 employees- 03 Marks Experience of assignments with Clients having less than 200 employees- 02 Marks</p> | |
| (b) | <p>Competence of Core Team</p> <p>Engagement Partner/ Project Team Leader/ Nominated Project Director with Minimum experience of Ten (15) years in Policy/ legal and governance framework, Business Process Re-Engineering, designing Internal Control Frameworks</p> <p>(30 marks)</p> <p><u>Marking scheme:</u></p> <ul style="list-style-type: none"> • More than 15 years of stated experience – 30 marks • Between 6-15 years of stated experience – 20 marks • Less than 6 years of stated experience – 15 marks | 30 |
| (c) | <p>Work Plan and Methodology</p> <p>i) Understanding of the GOP’s objectives for Performance Audit (05 Marks)</p> <p>ii) Experience of similar assignments in Public Sector (07 Marks)</p> <p>iii) Major activities, key challenges & timelines to complete the assignment (09 Marks)</p> <p>iv) Approach to successfully complete the assignment (09 Marks)</p> | 30 |

| | | |
|-----|---|-----------|
| (d) | Firm standing under: i) League Tables (04 Marks) ii) Quality Control Ratings (QCRs) (03 Marks) iii) Affiliation with International Firms (03 Marks) | 10 |
|-----|---|-----------|

Note: Minimum qualifying marks are 70%

ii. **FINANCIAL EVALUATION CRITERIA:**

Marks will be awarded as per the following formula:

Financial score = $30 \times \frac{\text{Amount quoted by the lowest bidder}}{\text{Amount quoted by the bidder whose financial score is to be calculated}}$.

iii. **SELECTION OF FIRM:**

Firm who gets the maximum marks after technical & financial evaluation will be awarded the contract.

5) **Financial Bid Form**

From:

.....
.....

Contact No. (Mobile and Landline)

To, Director Administration,
Privatisation Commission
4th Floor, Kohsar Block,
Pak Secretariat, Islamabad

Having read and understood the contents of detailed advertisement, instructions, terms and conditions, I/we hereby submit (in separate sealed cover) our **Financial Bid for performance Audit of Privatisation Commission.**

| Item | Bid / Cost |
|---|-----------------------------|
| Financial Proposal PKR | |
| 1. Total tender cost for Performance Audit | <i>(Insert number here)</i> |
| 2. Out of Pocket Expense verified on actual basis | <i>(Insert number here)</i> |
| 3. <u>Grand Total (1+2)</u> | <i>(Insert number here)</i> |

Note: All applicable taxes are included in the above figures.

Sign and seal of officer with date

AGREEMENT

THIS AGREEMENT is made at Islamabad on this the ____ day of ____ 2026.

BETWEEN:

THE PRIVATISATION COMMISSION, Government of Pakistan, having its office at 4th Floor, Kohsar Block, Pak Secretariat, Constitution Avenue, Islamabad (hereinafter called the "Client");

OF THE FIRST PART

- and -

(hereinafter referred to as Consulting Firm)

OF THE SECOND PART

WHEREAS Privatisation Commission desire that the Consultancy Firm performs audit performance Consultancy services;

AND WHEREAS the Consultancy Firm has represented to Privatisation Commission a willingness to provide the services required by Privatisation Commission;

AND WHEREAS the parties wish to formalize their relationship.

NOW THEREFORE the parties covenant and agree as follows:

SECTION 1 - TERM OF AGREEMENT

1.1 This Agreement comes into effect on the date of signing and shall continue in force until unless terminated before or extended beyond that date as hereinafter provided.

SECTION 2 - SERVICES TO BE PROVIDED

2.1 The Consulting Firm shall perform the consultancy services as outlined in the scope of work in Appendix.

SECTION 3 - PERFORMANCE OF CONSULTANCY FIRM OBLIGATIONS

3.1 The Consultancy Firm represents and warrants that the Consultancy Firm possesses the necessary skills, expertise and experience to perform the required services in accordance with the provisions of this Agreement.

SECTION 4 - FEES

4.1 Subject to the following subsections, in consideration of services performed to the satisfaction of Privatisation Commission, the Consultancy Firm will invoice the Privatisation Commission and the Privatisation Commission shall pay to the Consulting Firm a fee of Rs. _____ for the services outlined in Appendix.

4.2 Where all conditions of this Agreement are met and Privatisation Commission has not received the deliverables including all the required reports by due dates as specified in Request for Proposals, the PC may extend the period for submission of these documents on the written request of the Consultancy Firm.

4.3 All invoices shall be satisfactory to the Privatisation Commission in both form and content.

4.4 The Privatisation Commission shall endeavor to pay the Consultancy Firm any fees due within 30 days after the receipt of an invoice.

SECTION 5 - ASSISTANCE FROM THE PRIVATISATION COMMISSION

5.1 The Consulting Firm must provide to the Privatisation Commission a detailed written request of the records required to complete the assignment three days prior to the date the records are required. Where the Consulting Firm is unable to complete the assignment due to not receiving the required records in time to complete the assignment it may proceed under section 5.1.

5.2 The Privatisation Commission agrees to make available to the Consulting Firm documents, records and assistance from officers and employees of the Privatisation Commission as may be reasonably necessary to assist the Consulting Firm in the performance of services under this Agreement. In case of any dispute in this regard, the decision of Board shall be final. The Consulting Firm may refer the matters of any alleged non-cooperation to the PC Board through Chairman of the Board's Committee.

SECTION 6 - OWNERSHIP OF INFORMATION

6.1 All information, data, research, documents, photographs and materials other than audited financial statements, management letter, audit report and certificate produced by the Consulting Firm, or any officers, employees or agents of the Consulting Firm, in the performance of this Agreement, and all copyright therein, shall be the property of the Consulting Firm.

6.2 The Consulting Firm agrees to lend its files to Privatisation Commission or its nominee upon request without cost to the Privatisation Commission.

SECTION 7 - LIABILITY

7.1 Privatisation Commission shall not be liable for any injury to the Consulting Firm, or to any officers, employees or agents of the Consulting Firm, or for any damage to or loss of property of the Consulting Firm, or of the officers, employees or agents of the Consulting Firm, caused by or in any way related to the performance of this Agreement.

7.2 Subsection 7.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of any officer or employee of Privatisation Commission or the Privatisation Commission while acting within the scope of his or her employment.

SECTION 8 - TERMINATION

8.1 Without restricting any other remedies available, the Privatisation Commission may, at its sole option, immediately terminate this Agreement by written notice giving reasons, if:

- (i) in the opinion of Privatisation Commission's Board, the services provided by the Consulting Firm are unsatisfactory, inadequate, or are improperly performed;
- (ii) in the opinion of Privatisation Commission's Board, the Consulting Firm has failed to comply with any term or condition of this Agreement; and
- (iii) the Consulting Firm becomes bankrupt insolvent.
- (iv) For any other reason

SECTION 9 - ENTIRE AGREEMENT

9.1 This document contains the entire agreement between the parties. There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.

SECTION 10 - AMENDMENTS

10.1 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both the parties.

SECTION 11 - NOTICES

11.1 Any notice or other communication to the Consulting Firm under this Agreement shall be in writing and shall be sent to the Consulting Firm to:

11.2 Any notice or other communication to the Privatisation Commission under this Agreement shall be in writing and shall be delivered or sent to:

Director Administration
Privatisation Commission, 4th Floor, Kohsar Block, New Pak Secretariat, Islamabad.
Email: info@privatisation.gov.pk

SECTION 13 - CONFIDENTIALITY

13.1 The Consulting Firm shall respect the confidentiality of information acquired in the process of assignment of the Privatisation Commission and not to disclose such information to third parties without proper and specific authority of the Privatisation Commission's Board unless there is a legal or professional right or duty to disclose. The Consulting Firm shall maintain professional standards with regards to confidentiality of information obtained in the process of conducting the assignment under this Agreement.

13.2 The Consulting Firm may disclose information acquired in the process of the assignment of the Privatisation Commission to a third party if:

- (a) Disclosure is permitted by law and is authorized by the Privatisation Commission;
- (b) Disclosure is mandated by law; and
- (c) There is a professional duty or right to disclose such information by the Consulting Firm.

SECTION 14 - GOVERNING LAW & DISPUTE RESOLUTION

14.1 The Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

14.2 The Parties shall seek to resolve any dispute in relation to this Agreement amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may serve a written notice of dispute to the other Party providing in detail the dispute and the basis of the dispute. The Party receiving the notice of dispute

will consider it and respond in writing within fourteen (14) days after its receipt. If the other Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of the other Party, any Party may be initiate the process of settlement of dispute through arbitration.

14.3 Any dispute between the Parties arising under or related to the Agreement that cannot be settled amicably may be referred by either Party to arbitration in accordance with the Arbitration Act 1940. The Chairman Privation Commission Board's Committee shall be the sole arbitrator and his award shall be final and binding upon both the Parties. Islamabad shall be the seat of arbitration but the arbitrator may determine a different venue for arbitration after consultation with both the Parties.

This Agreement has been executed by the Privatisation Commission and by the Consulting Firm on the dates noted below.

SIGNED IN THE PRESENCE OF:

Witness

Privatisation Commission Signature

Date _____

Witness

Consulting Firm Signature

Date _____