

**REQUEST FOR PROPOSALS  
FROM THE PREQUALIFIED CONSULTANCY FIRM(S)**

**RFP No. 8/9/2026-MSW-IV**

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**For provision of Independent (3rd Party) Performance Evaluation  
of Professionals hired in Special Professional Pay Scales (SPPS)**

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**(Single Stage Two Envelope Procedure)**



**Establishment Division  
(Management Services Wing)  
Government of Pakistan**

**March, 2026**

# Table of Contents

Request for Proposals.....	2
Section II: Introduction and Scope of Services/ Terms of Reference (TORs).....	4
Section III: Instructions to Consultants.....	10
A. <i>General Provisions</i> .....	10
B. <i>Preparation of Proposals</i> .....	13
C. <i>Submission, Opening and Evaluation</i> .....	15
D. <i>Negotiations and Award</i> .....	17
Proposal Data Sheet .....	19
FORMAT OF AFFIDAVIT/UNDERTAKING .....	22
EVALUATION CRITERIA.....	23
BID SECURITY FOR THE PROPOSAL (LOT OF SPPS POSITIONS).....	25
Section IV. Technical Proposal.....	26
Form TECH-1 .....	27
Form TECH-4 .....	29
Form TECH-5 .....	30
Form TECH-6 .....	31
Section V. Financial Proposal.....	35
Standard Forms .....	35
Form FIN-2 Summary of Costs.....	37
FORM FIN-3 BREAKDOWN of Remuneration.....	38
PART II.....	39
Section VI. Contract Agreement.....	40
General Conditions of the Contract .....	42
A. <i>General Provisions</i> .....	42
B. <i>Commencement, Completion, Modification and Termination of Contract</i> .....	45
C. <i>Obligations of the Consultant</i> .....	50
D. <i>Consultant’s Experts and Sub-Consultants</i> .....	53
E. <i>Obligations of the Procuring Agency</i> .....	55
F. <i>Payments to the Consultant</i> .....	57
G. <i>Fairness and Good Faith</i> .....	60
H. <i>Settlement of Disputes</i> .....	60
Special Conditions of Contract .....	61
Appendix-A of Contract.....	67
Appendix-C of Contract.....	68
Appendix-D of Contract.....	69

# **Request for Proposals**

*Establishment Division  
(Management Services Wing)  
Government of Pakistan*



**Proposal No. 8/9/2026-MSW-IV**

**For**

## **Provision of Consulting Services for Independent (3rd Party) Performance Evaluation of Professionals hired in Special Professional Pay Scales (SPPS)**

**Date: 24-03-2026**

1. This Invitation for submission of Proposals follows the request for Expression of Interest (REOI) for this assignment which was uploaded on EPADS on 19-02-2026 as well as appeared in Newspapers on 22<sup>nd</sup> & 23<sup>rd</sup> February, 2026.
2. This procurement marks the second phase of an earlier initiative, wherein Establishment Division invited bids/ proposal from prequalified consultancy firms to provide services for independent (third party) Performance Evaluation of the professionals hired in Special Professional Pay Scales (SPPS) and Management Position Scales (MP-Scale) in various Ministries/ Divisions/ Departments.
3. While the contract for Lot II (MP-Scale) has already been awarded, the selection for Lot I (SPPS) has not been finalized. Consequently, the Division is now reinitiating the procurement process specifically for Lot I.
4. The details of required services are provided in the introduction and scope of services /Terms of Reference.
5. This Request for Proposals (RFP) addresses the prequalified consultancy firms with an intent to select the highest ranked firms for independent (third party) performance evaluation of SPPS professionals.

6. The consultancy firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
7. The pre-qualified consultancy firms are required to deposit a sum of **Rs. 500,000 bid security for the proposal** in the shape of pay order/demand draft in favor of DDO, MS Wing, Establishment Division along with Financial Proposal. A copy of the same **must be attached with “Technical Proposal”**, otherwise, the proposal shall **not be considered**. Performance Security at the rate of 10% of total contract amount shall be submitted by the highest ranked consultancy firms at the time of signing of contract agreement.
8. The pre-qualified consultancy firms may submit their bids on the following prescribed forms along with the other required documents: -

**Technical Proposal (on Standard Forms)**

- a) Form Tech-1: Technical Proposal Submission Form.
- b) Form Tech-4: Description of the Approach, Methodology, and Work Plan for Performing the Assignment
- c) Form Tech-5: Work Schedule and Planning for Deliverables
- d) Form Tech-6: Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
- e) A copy of bank/ demand draft as Bid Security
- f) Undertaking (at Annex-A of proposal data sheet)

**Financial Proposal - Standard Forms**

- a) Form FIN-1: Financial Proposal Submission Form
  - b) Form FIN-II: Summary of Costs
  - c) Form FIN-III: Breakdown of Remuneration
  - d) Original bank/ demand draft as Bid Security
9. The bids as mentioned at S. No. 8 above may be submitted online through EPADs containing separate “Technical Bid” and the “Financial Bid” **by 08-04-2026 (1100hrs)**. All queries / clarifications required by pre-qualified firms/ consultants shall be addressed through EPADs on working days before the closure of Bid Submission date. No clarification shall be given on telephone.

**DIRECTOR-II (Unit-IV)**  
Establishment Division  
(Management Services Wing)

## **Section II: Introduction and Scope of Services/ Terms of Reference (TORs)**

### **1. Background**

The Establishment Division is mandated with the provision of technical / professional human resources to fill the skill gap in Federal Government Organizations. It upholds rigorous standards in the recruitment and placement processes to enhance the talent pool of the Federal Government.

For attracting highly skilled technical / professionals to fill critical capacity gaps within Ministries/ Divisions and entities thereunder, the Federal Government has introduced the policy of Special Professional Pay Scales (SPPS) by offering competitive market-based compensation packages on contract basis. In this regard, **sixty (60) professionals/ experts** of the relevant fields have been hired in SPPS positions. Major areas of expertise include the disciplines of Economics & Finance, I.T & Telecom, Law, Petroleum, Food & Agriculture, etc. (Detail is at **Annex-A**).

### **2. Objective(s) of the Assignment**

In compliance with the Prime Minister’s directive to evaluate the performance of HR hired against SPP Scales, independent of the evaluation done by the concerned Ministry / Division, the Establishment Division intends to hire the services of prequalified Human Resource Management/ Management Consultancy/ Chartered Accountancy firms **for a period of One year that may be extended for another two terms subject to satisfactory services by the selected firms.**

The selected firms will be required to undertake following bi-annual performance evaluations of the professionals along with submission of other deliverables: -

<b>Details</b>	<b>Evaluation is due during the Period</b>	<b>Expected No. of Evaluations to be carried out*</b>
1 <sup>st</sup> Bi-annual Evaluation	Jan-Jun, 2025	<b>19</b>
2 <sup>nd</sup> Bi-annual Evaluation	Jul-Dec, 2025	<b>37</b>
3 <sup>rd</sup> Bi-annual Evaluation	Jan-Jun, 2026	<b>58</b>
<b>Total</b>		<b>114</b>

\* The number of evaluations may vary due to occupancy of the professionals in SPPS positions

### **3. Scope of Services/ Terms of Reference (TORs)**

The scope of independent third-party performance evaluation firm shall include the following:

- i. To carry out a bi-annual evaluation of each professional's performance, hired in SPPS, against agreed Targets / Timelines, Key Performance Indicators (KPIs) and Deliverables, stated in the contracts and annual work plans.
- ii. To conduct a critical evaluation of the technical contributions provided by professionals hired in SPPS, including an assessment of the quality of their output and value addition in the Ministry's overall work programme.
- iii. To review the existing Performance Evaluation Mechanism and carry out a gap analysis of the SPPS policy.
- iv. To propose a robust, transparent and objective-oriented performance evaluation framework in line with the international best practices.
- v. To assess whether the skill gaps as identified by the Ministries/ Divisions are being effectively addressed in developing Job Descriptions, Targets/ Timelines & Deliverables of the respective SPPS positions.
- vi. To validate skill-gap alignment by assessing whether each appointment directly mitigates the specific competency deficiencies outlined in the Ministry/Division's needs assessment and approved TORs. Moreover, to evaluate the incumbents' integration and adaptation within the existing institutional ecosystem.

**4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts**

<b>S. No.</b>	<b>Key Positions &amp; Professionals</b>	<b>Expertise</b>	<b>Minimum Requirements</b>
1	Project Lead – Performance Management Expert	At least Masters in Human Resource Management / Public Administration/ Business Administration or other relevant fields with a minimum of 7 years' experience as project Lead in the relevant field.	One (01) Expert
2	Competency and Performance Assessment Specialist(s)	At least Master's Degree in Human Resource Management / Public Administration with a minimum of 10 years' experience in the relevant field.	One (01) specialist
3	Data Analyst / Performance Reporting Expert	At least Master's Degree in Statistics / Data Science with a minimum of 10 years' experience in the relevant field	One (01) Analyst

S. No.	Key Positions & Professionals	Expertise	Minimum Requirements
4	Sectoral Expert/ Technical Advisor  <b>Note:</b> The consultancy firm may form a technical advisory panel by hiring or contracting with specific technical experts	At least Master's Degree in respective disciplines (Economics & Finance; I.T & Telecom; Law; Energy (Petroleum); Food & Agriculture; Science & Technology; Environmental Management; Project Management; Governance; & Commerce) with a minimum of 20 years' experience in the relevant field.	One (01) expert in each field

## 5. Deliverables along with Timelines

Sr. No	Deliverables	Timeline
1	Submission of an Inception Report elaborating methodology and team deployment.	Within 2 weeks after signing of contract
2	Submission of a report, incorporating the following: - <b>Part-I:</b> First Bi-annual performance evaluation of professionals (hired against SPPS), who have already served in their respective positions for a minimum period of 6 months and their latest performance evaluation is due during the period <b>January- June 2025</b> . These reviews will also include assessing the technical contributions of the professionals, focusing on output quality and value addition to the Ministry's work program. <b>Part-II:</b> Skill Gap Mitigation Report to confirm if new hires are truly closing specific competency gaps identified by the Ministry. <b>Part-III:</b> Incumbent Integration Assessment Report to ascertain how well the experts are integrating into the existing institutional environment	(+5 weeks)
3	Submission of a report on analyzing the current performance evaluation system as envisaged in SPPS policy, identifying its weaknesses, and propose a robust, transparent and objective-oriented performance evaluation framework in line with international best practices.	(2 weeks after submission of 1 <sup>st</sup> bi-annual report)
4	Submission of second bi-annual performance evaluation of the professionals, whose performance evaluation is due during the period ( <b>July-Dec 2025</b> ), using the same parameters as the first evaluation. However, the tasks detailed in Part-II and Part-III will only be completed <b>for those professionals undergoing their initial bi-annual performance evaluation.</b>	(+5 weeks)
5	Submission of third biannual performance evaluation of the professionals, whose performance evaluation is due during the	(+5 weeks)

Sr. No	Deliverables	Timeline
	period ( <b>January-June 2026</b> ), using the same parameters as the first evaluation. However, the tasks detailed in Part-II and Part-III will only be completed <b>for those professionals undergoing their initial bi-annual performance evaluation.</b>	
6	Final Report containing the outcome of all submitted reports along with recommendations based on lessons learnt from the exercise and future recommendations for contribution of the incumbent in Ministries / Division's mandate / mission and continuation of the post or otherwise.	(2 weeks after completion of contract)

**Note:** A Presentation on each deliverable/ draft report (Sr. No.1 to 6) shall be made by the selected consultancy firm before finalization of the said reports. The period of bi-annual evaluation may be different for each professional due to difference in their dates of appointment. However, the number of evaluations to be carried out shall be decided mutually by the Establishment Division and the consultant firms on case-to-case basis.

#### 6. Payment Plan

Procuring Agency shall make payment to Consultant as per following schedule: -

Deliverable	Description	Payment Schedule
1	Submission of Inception Report	10% of contract Price
2	Submission of 1 <sup>st</sup> bi-annual evaluation report	30% of contract Price
3	Submission of Policy review report	30% of contract Price
4	Submission of 2 <sup>nd</sup> bi-annual evaluation report	
5	Submission of 3 <sup>rd</sup> bi-annual evaluation report	Final Installment of 30% of contract price on close of the contract and reconciliation of accounts
6	Submission of Final Report	

**Note:** The Consultancy firm shall submit their invoice for payment within 15 days of **interim certificates** to be issued by the Establishment Secretary upon successful completion of the deliverables.

## **7. Establishment Division's Input and Counterpart Personnel**

Establishment Division (MS Wing) will provide the following inputs, project data, reports, etc. on request to facilitate the preparation of the Proposals:

- (i) Prevailing Policy.
- (ii) Data regarding:
  - (a) Working strength of SPPS Positions in various Ministries/ Divisions.
  - (b) List of professionals appointed against these positions along with their date of appointments
  - (c) List of focal persons of the concerned Ministries/ Division, who will be responsible to keep liaison with the consultants and provide them with the requisite data/ information pertaining to SPPS positions (including JDs/ Targets/ Deliverables/ Timelines etc.) and arrange meetings of the consultants with the professionals and other stake holders

Following officers of Establishment Division (MS Wing) will coordinate with the team of consultant firm during the course of consultancy services

- Director General, Unit-IV, MS Wing
- Director-I, Unit-IV, MS Wing
- Director -II, Unit-IV MS Wing

Moreover, focal persons of the Ministries/ Division concerned will provide the requisite data/ information to the representative of the consultant firm.

**Annex “A” of TORs**

**Details of Experts/ Specialists hired in Ministries/ Divisions and their respective organizations**

S.No.	Ministry/ Division	I	II	III	IV	Total
1	M/o Commerce	0	1	1	0	2
2	Petroleum Division	0	3	0	3	6
3	M/o Finance	4	6	3	1	14
4	M/o Industries & Production	0	0	0	1	1
5	M/o Information & Broadcasting	2	0	0	0	2
6	M/o Information Technology & Telecommunication	0	0	0	2	2
7	M/o Law & Justice	1	0	0	0	1
8	M/o Planning Development & Special Initiatives	7	0	10	0	17
9	M/o Science & Technology	0	0	4	3	7
10	M/o National Food Security & Research	1	2	2	1	6
11	M/o Federal Education & Professional Training, NAVTTC	0	2	0	0	2
	<b>Grand Total</b>	<b>15</b>	<b>14</b>	<b>20</b>	<b>11</b>	<b>60</b>

**Details of Experts/ Specialists hired in the respective fields**

S. No.	Area of Expertise	No. of Posts (in SPPS)				
		I	II	III	IV	Total
1	Economics & Finance	6	7	6	3	22
2	Energy (Petroleum)	0	2	2	1	5
3	Food & Agriculture	1	1	2	1	5
4	IT & Telecom	2	3	2	2	9
5	Law	2	0	0	1	3
6	Project Management	2	0	2	0	4
7	Governance	1	0	1	0	2
8	Science & Technology	1	0	2	3	6
9	Commerce	0	1	2	0	3
10	Environmental Management	0	0	1	0	1
	<b>Grand Total</b>	<b>15</b>	<b>14</b>	<b>20</b>	<b>11</b>	<b>60</b>

## Section III: Instructions to Consultants

### A. General Provisions

<b>1. Definitions</b>	<p>1.1. Definition</p> <p>a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>b) “Consultant” means a legally established individual or consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>c) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>d) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</p>
<b>2. Introduction</b>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a consultancy firm in accordance with the method of selection specified in the Data Sheet. The pre-qualified firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring</p>

	<p>Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.</p> <p>3.3 Without limitation on the generality of the foregoing, the firm shall not be hired under the circumstances set forth below;</p>
<i>a) Conflicting activities</i>	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
<i>b) Conflicting assignments</i>	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts 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 for the same or for another Procuring Agency, as mentioned in Data sheet.
<i>c) Conflicting relationships</i>	(iii) <u>Relationship with the Procuring Agency’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution may not be awarded a Contract.
<b>4. Corrupt and Fraudulent Practices</b>	<p>4.1 The Procuring Agency requires compliance with its Regulatory Framework regarding corrupt and fraudulent practices as set forth in Clause 5.</p> <p>4.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>

<p><b>5. Regulatory Framework for Corrupt &amp; Fraudulent Practices</b></p>	<p>5.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. Complete composition of the JV should be mentioned in RFP documents. No member of JV would be allowed, if not mentioned in RFP documents.</p> <p>5.2 Furthermore, it is the Consultant’s responsibility to ensure that its experts, joint venture members, sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>As an exception to the foregoing Clauses 5.1 and 5.2 above;</p>
<p><i>a) Sanctions</i></p>	<p>5.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 4.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority/ Procuring Agency shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p>
<p><i>b) Restrictions for public employees</i></p>	<p>5.4 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> <li>i. are on leave of absence without pay, or have resigned or retired;</li> <li>ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</li> </ul> <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full-time employees of their institutions for a year or more prior to being included in Consultant’s Proposal; and</p> <ul style="list-style-type: none"> <li>iii. their hiring would not create a conflict of interest.</li> </ul>

<b><i>B. Preparation of Proposals</i></b>	
<b>6. General Considerations</b>	6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>7. Cost of Preparation of Proposal</b>	7.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
<b>8. Documents Comprising the Proposal</b>	8.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.  8.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
<b>9. Only One Proposal</b>	9.1 The Pre-qualified firms shall submit only one Proposal, either in its own name or as part of a Joint Venture.
<b>10. Proposal Validity</b>	10.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid security in the form of Bank draft/ demand draft having the validity of twenty-eight days more than the bid/proposal validity period.  10.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.  10.3 If it is established that any Key Expert nominated in the Consultant's Proposal was included in the Proposal without his/her confirmation/ availability, such Proposal shall be disqualified and rejected for further evaluation and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
<b>a) <i>Extension of Validity Period</i></b>	10.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period.

<p><i>b) Substitution of Key Experts at Validity Extension</i></p>	<p>10.5 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain based on the evaluation of the CV of the original Key Expert.</p> <p>10.6 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
<p><b>11. Sub- Contracting</b></p>	<p>11.1 The Consultant shall not subcontract the whole of the Services.</p>
<p><b>12. Bid Security</b></p>	<p>12.1 The Bid security is required to protect the Procuring Agency against the risk of Consultant’s conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p> <p>12.2 Proposal not accompanied by Bid Security shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.3 The Bid security of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>12.4 Bid security of the successful Consultant’s will be discharged upon the signing the contract and furnishing the performance security.</p> <p>12.5 In case of failure of the successful firm to sign the contract or furnish the required performance security, its bid security shall be forfeited</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency’s address indicated in the Data Sheet. The Procuring Agency 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 its source) to all prequalified firms.</p>
<p><b>14. Technical Proposal Format and Content</b></p>	<p>14.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p>

	14.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 4 of the RFP.
<b>15. Financial Proposal</b>	15.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP.
<i>a) Taxes</i>	15.2 All applicable taxes should be included in the Financial Bid. No separate taxes for the services shall be paid for all deliverables during the whole assignment/contract. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out during the Contract.
<i>b) Currency of Proposal</i>	15.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
<i>c) Currency of Payment</i>	15.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>16. Submission and Opening of Proposals</b>	<p>16.1 The prequalified consultants through the system shall fill the standard entries of the technical and financial proposals forms and allied sections separately. They shall encrypt those entries electronically through the system in the form of two encrypted packages with the separate encryption timeline, as configured in the system in accordance with the opening schedule defined in the procurement notice and respective procurement documents.</p> <p>16.2 The Procuring Agency shall have access to the encrypted technical proposal portion through Encrypted Proposal Submission System (EPSS) after lapse of thirty (30) minutes on the date of proposal submission deadline configured in the system.</p> <p>16.3 The Procuring Agency shall open the technical proposals at the time, date and venue mentioned in the opening schedule in the presence of the applicants/bidders in accordance with the requirement of Rule 28 of the Public Procurement Rules, 2004.</p> <p>16.4 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p>
<b>17. Proposals</b>	17.1 Subject to provision of Clause 16.1 of the ITC, the evaluators of

<p><b>Evaluation</b></p>	<p>the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>17.2 The Consultant is not permitted to alter or modify his Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>18 Evaluation of Technical Proposals</b></p>	<p>18.1 The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
<p><b>19 Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>19.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals is optional and is at the Consultant’s choice.</p>
<p><b>20 Correction of Errors</b></p>	<p>20.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>The Procuring Agency’s evaluation committee will</p> <ul style="list-style-type: none"> <li>a) correct any computational or arithmetical errors</li> <li>b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.</li> </ul> <p>In case of discrepancy between;</p> <ul style="list-style-type: none"> <li>(i) a partial amount (sub-total) and the total amount, or</li> <li>(ii) between the amount derived by multiplication of unit price with quantity and the total price, or</li> <li>(iii) between words and figures, the former will prevail.</li> </ul>

<b>21 Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	21.1 In the case of QCBS, the total score is calculated by weighing the technical (70%) and financial scores (30%) and adding them as per the prescribed formula. The lowest financial proposal of a pre-qualified bidder shall be awarded maximum marks 30%. Accordingly, the financial proposals of other consultants shall be rewarded relevant marks. The Consultant achieving the highest combined technical and financial score will be invited for contract signing.
<b><i>D. Negotiations and Award</i></b>	
<b>22. Technical negotiations</b>	22.1 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>23. Financial Negotiations</b>	23.1 There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.
<b>24. Conclusion of Negotiations</b>	24.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant’s authorized representative.  24.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations by informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall forfeit the bid security of the highest ranked bidder.
<b>25. Award of Contract</b>	25.1 The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined substantially responsive to the RFP Documents and declared as most Advantageous Consultant, provided that such Consultant has been determined to be:

	<ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITC 5;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<b>26. Grievance Redressal Mechanism</b>	<p>26.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of people with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.</p>
<b>27. Mechanism of Blacklisting</b>	<p>27.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to Sign the contract;</li> </ul> <p>27.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <ul style="list-style-type: none"> <li>a) The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</li> <li>b) All further process shall be followed as specified in PPRA rules, regulations and standard RFPs document</li> </ul>

## Proposal Data Sheet

A. General								
Data Sheet Ref.	ITC Clause Ref.							
1	2	<p><b>Name of the Procuring Agency:</b> <u>Establishment Division, Government of Pakistan</u></p> <p><b>Method of selection:</b> <u>Quality &amp; Cost Based Selection</u></p>						
2	2.1	<p><b>Technical and Financial Proposal are to be submitted separately online through E-PADS as per the Single Stage Two Envelope Bidding Procedure</b></p> <p><b>Name of the assignment:</b>  <u>Provision of Consulting Services for (Independent) Third-Party Performance Evaluation of professionals hired in SPPS</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Positions in</th> <th style="text-align: center;">No. of Posts*</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I</td> <td style="text-align: center;">SPPS</td> <td style="text-align: center;">60</td> </tr> </tbody> </table> <p><i>*The number of posts may increase/ decrease due to differences in their dates of appointments and employee turnover etc.</i></p>	Lot No.	Positions in	No. of Posts*	I	SPPS	60
Lot No.	Positions in	No. of Posts*						
I	SPPS	60						
3	2.2	<p>The Procuring Agency will provide the following inputs, project data, reports, etc. on request to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> <li>i. Prevailing Policy.</li> <li>ii. Detail working strength of SPPS Positions in various Ministries/ Divisions/ Departments.</li> </ol>						
4	3-b(ii)	<p>The prequalified firms that have rendered the headhunting services to the Ministries/ Divisions and whose panelists have been appointed against SPPS positions <b>shall not conduct the performance evaluation of those appointees to avoid the conflict of interest.</b> In such cases, performance evaluation of all those professionals will be carried out by the firm selected for the Lot-II of MP Scales positions on its own price or at the price quoted by the selected firm for the Lot-I, whichever is less</p>						
5	5.3	<p><b>A list of debarred firms and individuals is available at the PPRA website:</b>  <a href="https://ppra.org.pk/">https://ppra.org.pk/</a></p>						
B. Preparation of Proposals								
6	8.1	<p>The proposal along with all relevant forms shall be submitted through EPADS</p> <p><b>Technical Proposal shall contain following forms:</b></p> <ol style="list-style-type: none"> <li>a. TECH-1</li> <li>b. TECH-4</li> </ol>						

		<p>c. TECH-5 d. TECH-6 <b>e) A copy of bank/ demand draft as Bid Security</b> <b>f) Undertaking</b> (at Annex-A of proposal data sheet)</p> <p><b>Financial Proposal shall contain following form:</b></p> <p>a) FIN-1 b) FIN-II c) FIN-III d) Original bank/ demand draft as Bid Security</p>
7	<b>8.2</b>	<p>Statement of Undertaking is required: <b>YES</b></p> <p>Statement of undertaking to the effect that the bidder is not blacklisted or debarred by any national, provincial or international entity and all the information provided by bidder is true and accurate. The procuring agency shall disqualify a bidder if it finds, at any time, that the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. (Format at <b>Annex-A</b> of Data Sheet)</p>
8	<b>9.1</b>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b>NO</b></p>
9	<b>10.1</b>	<p>Proposals shall remain valid for a period of <b>120 days</b> from the date of opening of the bids. The offer with validity of less than 120 days will be rejected.</p>
10	<b>12</b>	<p><b>A bid security for the proposal amounting to Rs. 500,000 is required to be deposited by the pre-qualified consultancy firms in favor of DDO, MS Wing, Establishment Division in the shape of pay order/demand draft. (Format at <b>Annex-C</b> of Data Sheet)</b></p> <p><b>Original Bid Security instrument</b> shall be submitted to Section Officer (General), Establishment Division, MS Wing, 5<sup>th</sup> Floor Shaheed e Millat Secretariat Islamabad before the deadline for submission of the Technical Proposal.</p> <p>Un-successful Bidder's bid security will be discharged / returned after the award of contract. The bid security will be returned to successful bidder upon submission of <b>performance security</b> and signing of contract agreement.</p>
11	<b>13</b>	<p><b>Clarifications may be requested no later than 5 days prior to the submission deadline.</b></p> <p>The clarification may be sought through EPADS</p>
12	<b>14.2</b>	<p>The format of the Technical Proposal to be submitted is: <b>STP</b>, (The required technical forms are mentioned at S. No. 6 of the Data Sheet Ref)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
13	<b>15.3</b>	<p><b>The Financial Proposal shall be stated in PKR currency.</b></p>

<b>C. Submission, Opening and Evaluation</b>		
14	<b>16.1</b>	The Consultants shall submit proposal through EPADS <b>not later than:</b> <b>Date: 08-04-2026</b> <b>Time: <u>1100 hrs. local time</u></b>
15	<b>16.4</b>	The bidder may withdraw his proposal, prior to the deadline for submission of proposal.
16	<b>18.1</b>	Evaluation Criteria, sub criteria and point system at Annex-B of data sheet
17	<b>18.1</b>	The minimum technical score (St) required to pass is 65
18	<b>21</b>	The total score will be calculated by weighing the technical (70%) and financial scores (30%) and adding them as per the prescribed formula.
<b>D. Negotiations and Award</b>		
19	<b>22.1</b>	Technical negotiations may be held related to methodology, work plan, staffing and special conditions of the contract after the submission of performance security.
20	<b>25.1</b>	<b>Expected date for the commencement of the Services:</b> May/ June, 2026 at Islamabad

**FORMAT OF AFFIDAVIT/UNDERTAKING**  
(DULY NOTARIZED)

I, Mr. .... S/o..... holding CNIC #.....from  
M/s..... having its business office at ....., do hereby  
solemnly affirm and declare as under;

- a) That M/s.....is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- b) We also confirm that our firm has not been blacklisted by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- c) That the Partner(s) / Officers of M/s.....have not been subject to financial crime. Nor they are compounded with their creditors in any capacity.
- d) The above statement is true to the best of my knowledge and belief, and nothing has been concealed or is false.

**Note:** In case bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

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

*Signature* \_\_\_\_\_

*Stamp:* \_\_\_\_\_

**EVALUATION CRITERIA**

S.No.	Criteria	Sub-Criteria/ Description	Max. Marks		
1	<b>Proposed Methodology</b>	<b>Understanding of the Assignment –</b> (to be presented in a technical proposal in not more than 2000 words) <ul style="list-style-type: none"> <li>• Demonstrates clear grasp of SPPS policy, identifies key evaluation dimensions (selection, performance, relevance, retention, cost effectiveness etc.) and recognizes challenges in current implementation and potential gaps</li> </ul> Following Marks will be awarded: - <b>Unsatisfactory=0; Fair = 2; Good = 3.5; Excellent = 5</b>	05		
		<b>Approach and Methodology –</b> (to be presented in not more than 3000 words) <ul style="list-style-type: none"> <li>• Use of Evidence Based Evaluation Methodology (Quantitative &amp; Qualitative tools)</li> <li>• Explanation of Evaluation matrix, data triangulation</li> </ul> <b>Unsatisfactory=0; Fair = 5; Good = 10; Excellent = 15</b>	15		
		<b>Work Plan and Deliverables</b> <ul style="list-style-type: none"> <li>• Detailed Gantt Chart/ work breakdown structure for undertaking main activities/ tasks of the assignments, their content and duration, phasing and interrelations, milestones and tentative delivery dates, including details regarding full/ part time engagement of experts.</li> </ul> <b>Unsatisfactory=0; Fair = 4; Good = 7; Excellent = 10</b>	10		
		<b>Innovative Elements and Value Addition</b> <ul style="list-style-type: none"> <li>• International best practices and benchmarking integrated</li> <li>• Sustainability of findings/ recommendations</li> </ul> <b>Unsatisfactory=0; Fair = 4; Good = 7; Excellent = 10</b>	10		
		<b>Sub Total</b>	<b>40</b>		
<b>Note: The committee will invite the pre-qualified consultants for presentation for better appreciation of the proposal separately, if required.</b>					
2	<b>Team Composition and Key Experts</b>	Qualification (at least Masters in Human Resource Management / Public Administration/ Business Administration or other relevant field) and relevant experience as Team Lead, as per following detail <ul style="list-style-type: none"> <li>• Minimum 7 years = 3 Marks</li> <li>• More than 7 and up to 15 years = 4 Marks</li> <li>• More than 15 years = 5 Marks</li> </ul>	05		
		Number of Key personnel having qualification of at least Masters in the relevant fields with a minimum of 10 years of relevant experience:- <ul style="list-style-type: none"> <li>➤ One (01) Competency and KPI Assessment Specialist(s)</li> <li>➤ One (01) Data Analyst / Performance Reporting Experts</li> </ul> <b>Note: 1.5 marks for each Master degree holder, 2 for MS/ M. Phil and 2.5 for PhD holder.</b>	05		
		Sectoral Expert/ Technical Advisor/ in the following fields with a minimum of 20 years of relevant experience: - <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">(a) IT &amp; Telecom</td> <td style="width: 50%;">(b) Economics &amp; Finance</td> </tr> <tr> <td>(c) Science &amp; Technology</td> <td>(d) Law</td> </tr> </table>	(a) IT & Telecom	(b) Economics & Finance	(c) Science & Technology
(a) IT & Telecom	(b) Economics & Finance				
(c) Science & Technology	(d) Law				

S.No.	Criteria	Sub-Criteria/ Description	Max. Marks
		(e) Energy/Petroleum (f) Project Management (g) Food & Agriculture (h) Governance/ Public Admin (i) Environmental Management (j) Commerce  <i>Note: 1 mark for each Master degree holder, 2 for MS/ M. Phil and 3 for PhD holder. Moreover, maximum of 3 marks for each sectoral field</i>	
		<b>Sub Total</b>	<b>40</b>
3	<b>Quality Assurance</b>	In-house tools, systems, software, or infrastructure relevant to assignment and QA mechanism for ensuring objectivity and factual reporting and Risk Mitigation Plan To be presented in a proposal in not more than 500 words elaborating the following: - <ul style="list-style-type: none"> <li>➤ Quality Assurance Mechanism</li> <li>➤ Reporting Formats</li> <li>➤ Use of Technology &amp; dedicated software</li> <li>➤ Confidentiality Protocols</li> </ul> <b>Unsatisfactory=0; Fair = 8; Good = 14; Excellent = 20</b>	<b>20</b>
<b>Total</b>			<b>100</b>
<b>The minimum technical score (St) required to pass</b>			<b>65</b>

**BID SECURITY FOR THE PROPOSAL (LOT OF SPPS POSITIONS)**

All the pre-qualified consultants are required to submit a Pay Order/ demand draft amounting to Rs.500,000 (Five Hundred Thousand Rupees only) in the name of DDO, MS Wing, Establishment Division with a validity period of 150 days along with financial proposal. However, a copy of demand/bank draft **must be attached with Technical Proposal.**

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## Section IV. Technical Proposal

### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Attached at Page</i>
TECH-1	Technical Proposal Submission Form.	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
Bids Security	A copy of bid security must be attached.	
Undertaking	Original undertaking on the prescribed form must be attached.	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**Signatures**

# Form TECH-1

## TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”].

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with ITC 10.1].
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Pakistan.

- (e) We undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 10.5 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 19 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

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

## Form TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

## Form TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Procuring Agency}												
<b>D-2</b>	{e.g., Deliverable #2: .....												
<b>n</b>													

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

**Form TECH-6**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)
		Position	D-1	D-2	D-3	.....	D-...					
<b>KEY EXPERTS</b>												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[2 month]	[1.0]	[1.0]							
K-2												
K-3												
n												
											<b>Subtotal</b>	
<b>NON-KEY EXPERTS</b>												
N-1												
N-2												
n												
											<b>Subtotal</b>	
											<b>Total</b>	

Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. Moreover, I am not participating with any other firm for the subject assignment. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{ day/month/year }

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{ day/month/year }

\_\_\_\_\_  
Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Section V. Financial Proposal**

### **Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1  
Financial Proposal Submission Form  
(For the LOT-I/ SPPS Positions)

{Location, Date}

To: The Secretary Establishment Division, Islamabad

Dear Sir:

We, the undersigned, offer to provide the consulting services for “Provision of Independent (Third-Party) Performance Evaluation of the Incumbents of Special Professional Pay Scales (SPPS) Positions in various Ministries/ Divisions/ Departments” in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal.

- I. Our **Financial proposal** is for the amount Rs. (Amount-x) (including all taxes/ duties)
- II. **Financial bid** for one bi-annual evaluation of a single SPPS professional, including other deliverables/ reports = Rs. (Amount-x) / 114 (in words \_\_\_\_\_) **(inclusive of all taxes etc.)**
- III. We understand that the numbers of bi-annual evaluations of professionals may increase or decrease and the final contract payment shall be adjusted, accordingly.
- IV. It is further added that we will not conduct performance evaluation of the professionals who have been appointed by our Headhunting firm, as per detail given below:-

S.No.	Name of the Professional/ Expert	Designation & Pay scales	Ministry/ Division/ Department

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

## Form FIN-2 Summary of Costs

Item	Total Cost (in Pak Rupees)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) <b>Remuneration</b>	
(2) <b>Reimbursable</b>	
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
<b><u>Estimate for Indirect Local Tax – to be discussed and finalized at the negotiations, if the contract is awarded.</u></b>	
(i) {insert type of tax: e.g., VAT or sales tax}	
(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<b><u>Total Estimate for Indirect Local Tax:</u></b>	

## FORM FIN-3 BREAKDOWN of Remuneration

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Cost
—	<b>Key Experts</b>				
	<b>Non-Key Experts</b>				
N-1					
N-2					
	Total Costs				

# **PART II**

## **FORM OF CONTRACT**

## Section VI. Contract Agreement

(The terms and conditions of the agreement and annexures may change with mutual consent at the time of signing)

This agreement (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_ 2026

### By and between

Establishment Division, Government of Pakistan located at **Cabinet Block, Islamabad** (the " Establishment Division ", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

### And

\_\_\_\_\_ (the "Consultancy Firm", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

Establishment Division and the Consultancy Firm shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The Establishment Division is desirous of acquiring professional, highly skilled & specialized services (“**Services**”) for undertaking Performance Evaluation of professionals hired against SPPS positions.
- b) The Consultancy Firm is a well-reputed and experienced firm in performance evaluation.
- c) The Consultancy Firm represents and warrants that it has the requisite expertise and adequate resources to provide the Services as required by the Establishment Division.
- d) The Establishment Division has agreed to engage the Services of the Consultancy Firm, and the Consultancy Firm has agreed to provide the same.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Deliverables & Timelines
- Appendix D: Payment Plan

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

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

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

For and on behalf of *[Name of Procuring Agency]*

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

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

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

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# General Conditions of the Contract

## A. General Provisions

### 1. Definitions

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

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

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

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-

consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

the officials specified in the SCC.

**10. Fraud and Corruption**

1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts observe the highest standard of ethics during the procurement and execution of such contracts.

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

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

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

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

**B. Commencement, Completion, Modification and Termination of Contract**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party

shall have any claim against the other Party with respect hereto.

**13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

**14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

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

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

**17. Force Majeure**

**a. Definition**

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default

under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

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

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

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

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

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

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

**18. Suspension**

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

Consultant of such notice of suspension.

**19. Termination**

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

**a. By the  
Procuring  
Agency**

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

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

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

**b. By the**

19.1.3 The Consultant may terminate this Contract, by not less

**Consultant**

than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

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

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

### **C. Obligations of the Consultant**

#### **20. General**

**a. Standard of Performance**

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

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

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

**b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

#### **21. Conflict of Interests**

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

**a. Consultant Not to Benefit from**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3,

- Commissions, Discounts, etc.** the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts on their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-

**the Consultant**

consultants’, as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Procuring Agency’s request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

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

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

**26. Reporting Obligations**

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

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

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency’s prior

written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

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

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

**29. Code of Conduct**

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

**D. Consultant's Experts and Sub-Consultants**

**30. Description of Key Experts**

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

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

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

Parties shall sign a Contract amendment.

**31. Replacement of Key Experts**

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

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

**32. Approval of Additional Key Experts**

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

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

**33. Removal of Experts or Sub-consultants**

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

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

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

**34. Replacement/ Removal of Experts – Impact on**

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

**Payments**

been payable to the Experts replaced or removed.

**35. Working Hours, Overtime, Leave, etc.**

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

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

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

**E. Obligations of the Procuring Agency**

**36. Assistance and Exemptions**

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

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

Agency's country according to the applicable law in the Procuring Agency's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any other assistance as may be specified in the **SCC**.

**37. Access to Project Site**

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

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

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

**39. Services, Facilities and Property of the Procuring Agency**

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

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

thereof pursuant to Clause GCC 42.3.

**40. Counterpart Personnel**

40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

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

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

**41. Payment Obligation**

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

**F. Payments to the Consultant**

**42. Ceiling Amount**

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

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

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

**43. Remuneration and Reimbursable Expenses**

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

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

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

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

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

**44. Taxes and Duties**

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

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

**45. Currency of Payment**

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

**46. Mode of Billing and Payment**

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

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

payments have been fully set off.

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within thirty (30) days (or as indicated in the **SCC**) after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused them to pay in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

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

**47. Interest on Delayed Payments**

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. Fairness and Good Faith**

**48. Good Faith**

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

**H. Settlement of Disputes**

**49. Amicable Settlement**

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

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

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

## Special Conditions of Contract

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.1(b)	<b>Procuring Agency means Establishment Division</b>
2.	3.1	<b>The Contract shall be construed in accordance with the law of Pakistan.</b>
3.	4.1	<b>The language is: <u>English</u>.</b>
4.	6.1 and 6.2	<p><b>The addresses are:</b></p> <p><b>Procuring Agency:</b> Attention: Mr.----- Shaheed-e-Millat Secretariat, Islamabad</p> <p><b>Consultant :</b> Attention : Mr. _____ E-mail : _____ Office No. _____ Islamabad</p>
5.	9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b> Mr. _____ Establishment Division</p> <p><b>For the Consultant:</b> Mr. _____</p>
6.	11.1	The contract shall be deemed effective from the date of signing of the contract
7.	12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>If a contract hasn't become effective within 7 days of contract signing, the procuring agency may issue written notice to the consultancy firm 5 days in advance to declare the contract as null and void.</p>
8.	13.1	<p><b>Commencement of Services:</b></p> <p>The Consultant to commence services immediately as per TORs (Appendix-A) and submit Inception report elaborating methodology and team deployment within 2 weeks of contract signing (Appendix-C). Besides, submission of Key Experts' availability in a written statement signed by each Key Expert shall also be provided to the Procuring Agency.</p>

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract															
9.	14.1	Expiration of Contract will take place twelve (12) months (that may be extended for another two terms subject to satisfactory services by the consultancy firm) after the contract signing															
10.	16.1	<p>The Consultancy firm is required to evaluate the performance of experts hired on SPPS as per detailed given below:-</p> <table border="1" data-bbox="526 569 1393 848"> <thead> <tr> <th data-bbox="526 569 753 674">Bi-annual Evaluations</th> <th data-bbox="753 569 1036 674">Evaluation is due during the Period</th> <th data-bbox="1036 569 1393 674">Expected No. of Evaluations to be carried out*</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 674 753 716">1<sup>st</sup></td> <td data-bbox="753 674 1036 716">Jan-June, 2025</td> <td data-bbox="1036 674 1393 716">19</td> </tr> <tr> <td data-bbox="526 716 753 758">2<sup>nd</sup></td> <td data-bbox="753 716 1036 758">July-Dec, 2025</td> <td data-bbox="1036 716 1393 758">37</td> </tr> <tr> <td data-bbox="526 758 753 800">3<sup>rd</sup></td> <td data-bbox="753 758 1036 800">Jan-June, 2026</td> <td data-bbox="1036 758 1393 800">58</td> </tr> <tr> <td data-bbox="526 800 753 848"></td> <td data-bbox="753 800 1036 848"><b>Total</b></td> <td data-bbox="1036 800 1393 848"><b>114</b></td> </tr> </tbody> </table> <p>*No. of evaluations (as determined at the time of issuance of RFP) may increase/ decrease due to occupancy of the professionals in SPPS.</p>	Bi-annual Evaluations	Evaluation is due during the Period	Expected No. of Evaluations to be carried out*	1 <sup>st</sup>	Jan-June, 2025	19	2 <sup>nd</sup>	July-Dec, 2025	37	3 <sup>rd</sup>	Jan-June, 2026	58		<b>Total</b>	<b>114</b>
Bi-annual Evaluations	Evaluation is due during the Period	Expected No. of Evaluations to be carried out*															
1 <sup>st</sup>	Jan-June, 2025	19															
2 <sup>nd</sup>	July-Dec, 2025	37															
3 <sup>rd</sup>	Jan-June, 2026	58															
	<b>Total</b>	<b>114</b>															
11.	19.1.5	During the termination proceedings as well as upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultancy firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.															
12.	21 b.	The Procuring Agency reserves the right to determine on a case-to-case basis whether the Consultant should be disqualified from providing services due to a conflict of a nature described in Clause GCC 21.															
13.	23.1	<p>The Consultancy firms' liability for the failure in completion of the assignment, loss or damages arising in relation to the services, as a result of breach of contract, tort (including negligence) or otherwise, is limited to an amount equal to the total financial cost of the signed contract paid by the Establishment Division for each post or the total contract value as the case may be.</p> <p>In any event and to the extent permitted by law, the Consultancy firms will not claim for any indirect, incidental or consequential loss, damages or expenses (including loss of profits or revenue, business interruption, loss of data or failure to realize anticipated savings or benefits) arising in any way in relation to the Services.</p> <p>If the consultancy firm fails to perform the services within the time stated in</p>															

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		the contract or within any extended time allowed by the Establishment Division, the consultancy firm shall pay a liquidity damages at the rate of 0.1% of the contract value per day, upto a sum of equivalent to the amount of performance guarantee.
14.	24.1	<i>Not applicable</i>
15.	27.1- 27.2	<p><b>Proprietary Information/Confidentiality</b></p> <p>a) The Consultancy firm will sign a Non-Disclosure Agreement with the Establishment Division on stamp paper and will treat all Establishment Division's Performance data/ documents, etc. as highly classified during and after the contract period.</p> <p>b) The Consultancy firm will not disclose any information to any third parties or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.</p> <p>c) Notwithstanding the foregoing, the consultancy firm may disclose the Procuring Agency's information, if the disclosure is required by law; with the prior permission of the Establishment Secretary.</p>
16.	28.	Not Applicable
17.	36	<p>The Establishment Division shall: -</p> <p>(i) Facilitate the Consultancy firm regarding execution of the Services.</p> <p>(ii) Provide adequate information necessary for the execution of the Services to be performed by the Consultancy firm.</p> <p>(iii) Provide list of focal persons in relevant Ministries/ Divisions/ Departments for seeking relevant data/ information (i.e. bio data, appointment record, JDs, Goals/Targets of the Ministry and performance details of incumbents/benchmarks of SPPS positions)</p> <p>(iv) Direct the Ministry/Division to provide a proper room /place to consultancy firm with basic facilitates. Representative of each Ministry/Division will brief about the Job description/ achievements and arrange meetings with incumbent of SPPS professionals. However, computer/laptop, printer and paper binding etc. shall be</p>

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		arranged by the firm itself.
18.	42-43	<p>The cost of services is <b>Rs. -----/-</b> (----- rupees), as per the following breakup:-</p> <ul style="list-style-type: none"> <li>• An amount of <b>Rs. -----/-</b> (-----) shall be charged for each biannual performance evaluations (Approx. 114 evaluations to be carried out, however, number of evaluations may increase/ decrease due to occupancy of the SPPS professionals and final payment shall be adjusted accordingly).</li> </ul>
19.	44.1 and 44.2	All taxes including but not limited to advance Tax/ Income Tax/Sales Tax/Surcharge or any other Levy imposed by the Government of Pakistan shall be paid by the Consultant according to prevailing laws of income tax or other taxation laws in Pakistan during the currency of contract.
20.	45.1	The currency of payment shall be the Pak Rupee.
21.	46.1(a)	<i>Not Applicable</i>
22.	46.1(b)	<ul style="list-style-type: none"> <li>• The Consultant shall submit to the Procuring Agency all the reports/ deliverables in accordance with the timelines (Appendix -C) of the agreement.</li> <li>• Provided the completed services are in strict compliance with the terms and conditions of the contract, interim certificates will be issued by the Establishment Secretary.</li> <li>• The Consultancy firm shall submit their invoice for payment to the Procuring Agency (Appendix-D) within 15 days of interim certificates.</li> <li>• All due payments shall be paid to the Consultancy Firm by the Establishment Division within 30 days of receipt of invoice.</li> </ul>
23.	46.1(e)	<p><b>The accounts detail (in Pak Rupee) :-</b></p> <p><i>Title of A/C</i> :  <i>Account No</i> :  <i>Bank Name</i> :  <i>Bank Address:</i>  <i>Swift Code</i> :  <i>IBAN No</i> :</p>
24.	47.1	N.A

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
25.	49	<p><b>Dispute Resolution</b></p> <p>i. If any dispute of any kind whatsoever shall arise between the Establishment Division and the Consultancy Firm in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At the event of failure of negotiation, it shall in the first place be referred to Establishment Secretary, who will act as a sole Adjudicator and shall decide the matter within twenty-eight (28) days from the date of submission of reference.</p> <p>iii. The Consultant, if dissatisfied with the decision of the Adjudicator, shall have the right to serve Notice for Intention to commence arbitration within twenty eight (28) days of receipt of the Adjudicator’s decision or within twenty eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case he fails to give decision. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration proceedings <b>shall take place at Islamabad</b> under the Pakistan Arbitration Act of 1940 as amended from time to time and shall be conducted in the English language.</p> <p>iv. The cost of the arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p><b>Appointing Authority for Arbitrator:</b> By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the</p>

Sr. No.	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>parties.</p> <p><b>Rules of procedure for arbitration proceedings:</b>  Any dispute between the Establishment Division and a Consultancy firm, arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p>

## **Appendix-A of Contract**

### **Scope of Services/ Terms of Reference (TORs)**

- i. To carry out a bi-annual performance evaluation of each professional (hired in SPPS) against agreed Targets / Timelines, Key Performance Indicators (KPIs) and Deliverables, stated in the contracts and annual work plans.
- ii. To conduct a critical evaluation of the technical contributions provided by SPPS professionals, including an assessment of the quality of their output and value addition in the Ministry's overall work programme.
- iii. To review the existing Performance Evaluation Mechanism and carry out a gap analysis of the SPPS policy.
- iv. To propose a robust, transparent and objective-oriented performance evaluation framework in line with international best practices.
- v. To assess whether the skill gaps as identified by the Ministries/ Divisions are being effectively addressed in developing Job Descriptions, Targets/ Timelines & Deliverables of the respective SPPS positions.
- vi. To validate skill-gap alignment by assessing whether each appointment directly mitigates the specific competency deficiencies outlined in the Ministry/Division's needs assessment and approved TORs. Moreover, to evaluate the incumbents' integration and adaptation within the existing institutional ecosystem.

## Appendix-C of Contract

### DETAILS OF DELIVERABLES ALONG WITH TIMELINES.

Sr. No	Deliverables	Timeline
1	Submission of an Inception Report elaborating methodology and team deployment.	Within 2 weeks after signing of contract
2	Submission of a report, incorporating the following:- <b>Part-I:</b> First Bi-annual performance evaluation of professionals (hired in SPPS), who have already served in their respective positions for a minimum period of 6 months and their latest performance evaluation is due during the period <b>January- June, 2025</b> . These reviews will also include assessing the technical contributions of the professionals, focusing on output quality and value addition to the Ministry's work program. <b>Part-II:</b> Skill Gap Mitigation Report to confirm if new hires are truly closing specific competency gaps identified by the Ministry. <b>Part-III:</b> Incumbent Integration Assessment Report to ascertain how well the experts are integrating into the existing institutional environment	(+5 weeks)
3	Submission of a report on analyzing the current performance evaluation system as envisaged in SPPS policy, identifying its weaknesses, and propose a robust, transparent and objective-oriented performance evaluation framework in line with international best practices. (Only one time)	(2 weeks after submission of 1 <sup>st</sup> bi-annual report)
4	Submission of second bi-annual performance evaluation of the SPPS professionals, whose performance evaluation is due during the period ( <b>July-Dec, 2025</b> ), using the same parameters as the first evaluation. However, the tasks detailed in Part-II and Part-III will only be completed <b>for those professionals undergoing their initial bi-annual performance evaluation.</b>	(+5 weeks)
5	Submission of third biannual performance evaluation of the SPPS professionals, whose performance evaluation is due during the period ( <b>January-June, 2026</b> ), using the same parameters as the first evaluation. However, the tasks detailed in Part-II and Part-III will only be completed <b>for those professionals undergoing their initial bi-annual performance evaluation.</b>	(+5 weeks)
6	Final Report containing the outcome of all submitted reports along with recommendations based on lessons learnt from the exercise and future recommendations for contribution of the incumbent in Ministries/Division's mandate / mission and continuation of the post or otherwise.	(2 weeks after completion of contract)

**Note: A Presentation on each deliverable/ draft report (Sr. No.1 to 6) shall be made by the selected consultancy firm before finalization of the said reports. The period of bi-annual evaluation may be different for each professional due to difference in their dates of appointment. However, the number of evaluations to be carried out shall be decided mutually by the Establishment Division and the consultant firms on case to case basis.**

## Appendix-D of Contract

**CONTRACT AMOUNT** = Rs. \_\_\_\_\_

### **PAYMENT PLAN**

<b>Deliverable</b>	<b>Deliverables</b>	<b>% of Contract Amount</b>	<b>Amount (Rs.)</b>
1	Submission of Inception Report	10%	-
2	Submission of 1 <sup>st</sup> bi-annual evaluation report	30%	-
3	Submission of Policy review report	30%	-
4	Submission of 2 <sup>nd</sup> bi-annual evaluation report		
5	Submission of 3 <sup>rd</sup> bi-annual evaluation report	Final payment of remaining amount on close of the contract and reconciliation of accounts	
6	Submission of Final Report		

**Note:** The Consultancy firm shall submit their invoice for payment within 15 days of interim certificates to be issued by the Establishment Secretary upon successful completion of the deliverables.