

NATIONAL HIGHWAY AUTHORITY



FRIENDLY HIGHWAYS

REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES FOR HIRING OF STATE
BANK OF PAKISTAN "A" RATED CHARTERED
ACCOUNTANT FIRM FOR THE AUDITS OF
NATIONAL HIGHWAY AUTHORITY (NHA)**

Tender No. 6(675)

Pages (1 to 69)

January, 2026

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GOVERNMENT OF PAKISTAN
NATIONAL HIGHWAY AUTHORITY
28-Mauve Area, G-9/1
GM (P&CA)
ISLAMABAD

Dated the _____
Ref No. _____

LETTER OF INVITATION (LOI)

To,

Chartered Accountant Firms on the panel of State Bank of Pakistan having A-rating

Gentlemen!

We extend warm welcome to you and invite you to participate in the bidding for **Hiring of State Bank of Pakistan "A' rated Chartered Accountant firm for the Audit of National Highway Authority (NHA)"**. We hope that you will review the content of this Request for Proposal (RFP) thoroughly and provide complete and accurate information so that the evaluation is carried out in a just and transparent manner. Please understand that the content of the RFP, where applicable shall be deemed to be part of the Contract Agreement. You are also advised to kindly read the RFP thoroughly to understand the requirements of NHA. In the end, we appreciate your participation and hope that you will feed a precise and complete proposal to merit consideration by NHA.



General Manager (P&CA)
National Highway Authority
Ministry of Communications
Government of Pakistan
28-Mauve Area, G-9/1, Islamabad
E-mail: gmpca.nha@gmail.com
Website: www.nha.gov.pk
Telephone: +92-51-9032727
Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad

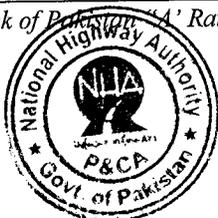
Consultancy Services for Hiring of State Bank of Pakistan "A' Rated Chartered Accountant Firm for the Audit of National Highway Authority (NHA)

INSTRUCTIONS TO AUDITORS (ITA)

1. INTRODUCTION

- 1.1 National Highway Authority (“NHA”) hereby invites you to submit a proposal for The Audit as required for the Assignment described in the attached Data Sheet. Your proposal could form the basis for negotiations and a Contract Agreement between you and the NHA.
- 1.2 The scope of work included in the Assignment and the Terms of Reference (TOR) thereof are given under Appendix-A hereof. Details provided on the Data Sheet and elsewhere in the RFP will become part of the Contract Agreement.
- 1.3 The Audit Assignment shall be carried out in accordance with the requirements of International Financial Reporting Standards (IFRS), related technical releases by ICAP, International Standards on Auditing (ISA’s), State Owned Entities Act (SOE’s Act), NHA internal SOPs, Manuals, Codes & notifications etc.
- 1.4 To obtain first-hand information on the Assignment and to seek any clarification in this regard, you may send your queries through courier, fax or e-mail to NHA at the address indicated in the Data Sheet within 7 days of publication of advertisement for procurement but earliest than five days of the latest date for submission of proposals. All such requests should be clearly written with the subject, “Queries of Pre-Proposal for the **HIRING OF STATE BANK OF PAKISTAN “A’ RATED CHARTERED ACCOUNTANT FIRM FOR THE AUDITS OF NATIONAL HIGHWAY AUTHORITY (NHA)”**”. NHA shall respond to such requests via fax or e-mail and will also upload replies to your queries on NHA website.
- 1.5 Please note that:
- i The costs of preparing and submitting the proposal including cost of attending the bid opening are not reimbursable; and
 - ii NHA is not bound to accept any of the proposals submitted and may reject all of them.
- 1.6 The minimum requirements for suitability of Auditor are specified in the Data Sheet. Proposals of Auditors failing to meet the **minimum requirements** will be rejected and not evaluated further.
- 1.7 Auditor shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Auditor for the same or for another Client.
- 1.8 NHA reserves the right to request submission of additional information from applicants in order to clarify/ further understand aspects of technical proposal, if required.

Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad



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2. RFP DOCUMENTS

2.1 To prepare a proposal, please use the documents included in this RFP.

2.2 At any time before the day fixed as the last day for the submission of proposals, NHA may, for any reason, whether at its own initiative or in response to a clarification required by an Auditor modify the documents by amendment. The amendment, if any, shall be uploaded to the Clients website (www.nha.gov.pk); excepting any extension of time in submission of proposals which shall be published widely.

3. PREPARATION OF PROPOSAL

3.1 Proposal

3.1.1 The proposal should be prepared using the format specified in the RFP documents.

3.1.2 The proposal prepared in the specified format shall be complete including your own documents as listed in the Data Sheet.

3.1.3 In preparing the proposal, you are expected to examine all terms and instructions included in the RFP documents. Failure to provide all requested information and documents shall be at your own risk and may result in adverse consequences for the score you achieve in the evaluation of your proposal.

3.1.4 During preparation of the proposal, you must give particular attention to your suitability requirements listed against Sub-Clause 1.6 in the Data Sheet. (Please refer Sub-Clause 1.7 above).

3.2 Financial Consideration

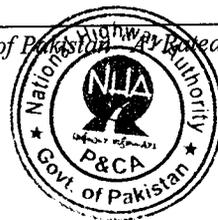
3.2.1 Form A-4 is attached for information to be filled in regarding Audit Fee in lieu of services required to be performed for this Assignment.

3.2.2 The Audit Fee as filled in Form A-4 will be inclusive of all taxes.

4. SUBMISSION OF PROPOSALS

4.1 All proposals must be delivered at the address specified in the Data Sheet on or before **13th February, 2026 at 1130 hours**. The proposal may be submitted either by hand through Authorized Representative or courier. If the day of submission of the proposals is declared as a national holiday by Government of Pakistan, then the proposals may be submitted by the same time of the next working day. Proposals received after the due time will not be accepted and returned to the Auditor(s) unopened.

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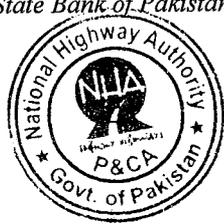


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- 4.2 The proposals must be prepared in English language. The Auditor must provide complete information along with copies of all relevant supporting documents. Any lapse to provide essential information shall render the proposal nonresponsive.
- 4.3 The proposal should be submitted in two sealed envelopes containing the technical proposal and financial proposal respectively, along with three (3) additional copies of the technical proposal only. The corresponding envelopes should be clearly marked as “**Technical Proposal**” and “**Financial Proposal**”.
- 4.4 The original technical and financial proposals along with the required additional copies should be duly signed and stamped on **every page** by the authorized representative of the Auditor. If there are discrepancies between the original and the copies of the technical proposal, the original shall prevail.
- 4.5 The envelope containing sealed technical and financial proposals should be clearly marked “**Proposal for the Hiring of Chartered Accountant Firm for the Audit of National Highway Authority (NHA)**”. A damaged/ torn envelope shall not be entertained and may be considered for disqualification by the Proposals Opening and Evaluation Committee.
- 4.6 The Auditor’s proposal remains valid for 270 days after the submission date. Should the need arise, however, NHA may request the Auditor to extend the validity period of their proposals.

5. PROPOSAL OPENING AND EVALUATION

- 5.1 Proposals will be publicly opened at 1200 hours on 13th February, 2026 in the presence of the Auditor’s representatives who choose to attend at the location mentioned in Data Sheet. If the date for opening of proposals is declared as a National Holiday by the Government of Pakistan, then the proposals will be opened on the same time on the next working day.
- 5.2 The name of the Auditors shall be read aloud.
- 5.3 The evaluation committee appointed by the Client shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system (marks) specified in the Data Sheet. Each responsive/ suitable technical proposal shall be given a score entirely based on technical proposal.
- 5.4 Each Auditor on the basis of a responsive/ suitable technical proposal shall be attributed a technical score (St). The Auditors scoring less than seventy (70) percent technical score/ marks shall be disqualified and their financial proposals returned un-opened.
- 5.5 The Financial Proposals of technically qualifying Auditors on the basis of evaluation of technical proposals receiving minimum seventy (70) percent score/ marks shall be publicly opened in the presence of Auditor or their Authorized Representative who shall be invited for the occasion and



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who cares to attend. The Client shall inform each technically qualified Auditor, the date, time and venue for opening financial proposals. The total price and major components of each financial proposal shall be publicly announced to the attending Auditors.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. The Auditor shall only submit one proposal. If an Auditor submits or participates in more than one proposal, all such proposals shall be disqualified.

5.7 For the selection of Chartered Accountant Firm for The Audit, NHA will follow the "Quality and Cost Based Selection method" and adopt the "Single Stage Two Envelope Method" in accordance with Rule 36 (b) of Public Procurement Rules 2004. Scores will be allocated based on evidence available in the proposal only. The Contract will be awarded to the Auditor with the highest total score based on the following weight ratios:

- 80% for technical score
- 20% for financial score

The NHA shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive/suitable proposal shall be given a score.

6 NEGOTIATION

The NHA may negotiate with the successful Auditor to the extent permitted by the applicable laws. Representatives conducting negotiations on behalf of the Auditor must have written authority to negotiate and conclude the Contract Agreement.

7 AWARD OF CONTRACT

Upon successful completion of selection of Chartered Accountant Firm for The Audit of NHA, the NHA shall promptly inform the Auditors through notification of award on the website of the NHA. The selected Chartered Accountant Firm for The Audit of NHA is expected to commence the Assignment in accordance with the Contract Agreement signed between NHA and the selected Chartered Accountant Firm for The Audit of NHA.

The auditors must submit the Reports in following manners.

Sr. No	Deliverable name	Draft	Initialed	Signed	
1	Annual Audit Report with of NHA Entity Accounts	30, September	15, October	The Audit report will be signed by auditors after the approval from Highway Council	
2	Half Yearly Review Report of NHA Entity Accounts	20 February	28 February		
3	Annual Audit of Road Maintenance Accounts (RMA)	30, September	15, October		
4	Half Yearly Review Report RMA	20 February	28 February		
5	Audit of Built Operate transfer (BOT) Projects	30, September	15, October		31, October
6	Audit of Asian Development (ADB) Funded Projects	30, September	15, October		31, October



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7	Certification on Loans Statements (Agreed upon Procedures)	30, September	15, October	31, October
8	Project wise Land Reports (Agreed upon Procedures)	30, September	15, October	31, October

Starting all annual Audits from July 1st & Half yearly review reports on January 1 and submit all reports on dates as stated above. Technically and financially qualified Auditor firm will be offered a contract for one year. Extension of contract will be on same terms & conditions if mutually agreed by both parties (the Auditor firm and NHA).

8 PROPOSAL PREPARATION INSTRUCTIONS:

i. Firm's Understanding of the RFP:

In responding to this RFP, the firm accepts full responsibility to understand the RFP in its entirety, including making any inquiries as necessary to gain such understanding. NHA reserves the right to disqualify any firm which demonstrates insufficient or faulty understanding. Further, NHA reserves the right to determine, at its sole discretion, whether the firm has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to NHA.

ii. Good Faith Statement:

All information provided by NHA in this RFP is offered in good faith. Individual matters are subject to modification at any time. NHA makes no certification that any item is without error. NHA is not responsible or liable for any use of the information or for any claims asserted there from.

iii. Communication:

Verbal communication shall not be binding unless formally confirmed in writing by a specified NHA official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

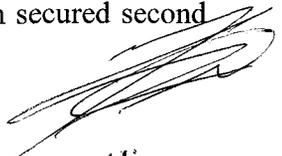
iv. Selection and Notification:

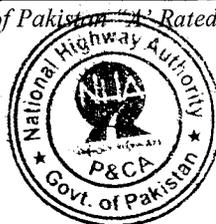
Firm which gets the maximum marks after the combined evaluation (technical & financial evaluation) will be awarded the contract. In case the firm which secured the maximum marks is not willing to undertake the assignment then NHA will approach the firm which secured second position.

9 Ownership.

9.1 Auditor Technology:

The Auditor has created, acquired or otherwise has rights in, and may, in connection with the


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performance of the Services, employ, provide, modify, create, acquire or otherwise obtain rights in, various concept, ideas, methods, methodology, procedures, process, know-how, and techniques; models (including, without limitation, functions, process, system and data model), templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen design; general purpose Auditor and software tools, utilities and routines, logic, coherence and methods of operations of systems (collectively, "Auditor Technology").

9.2 Ownership of Deliverables:

Except as provided below, upon full and final payment to the Auditor hereunder, the tangible items specified as deliverables or work product under the Contract (the "Deliverables") shall become the property of the Employer. To the extent that any Auditor Technology is contained in any of the deliverables, the Auditor hereby grants the Employer, upon full and final payment to the Auditor, hereunder, free paid-up, worldwide, non-exclusive license to use such Auditor technology in connection with the deliverables.

9.3 Ownership of the Auditor Property:

To the extent that the Auditor utilizes any of its property (including, without limitation, the Auditor technology or any hardware or software of the Auditor) in connection with the performance of the Services such property shall remain the property of the Auditor and, except for the license expressly granted in accordance with the preceding paragraph, the Employer has no right or interest in such property. Nothing in this agreement shall be construed as precluding or limiting in any way the right of Auditor to provide Auditor or other services of any kind or nature whatsoever to any person or entity as the Auditor in its whole discretion deems appropriate. In addition, notwithstanding anything contained in the Contract to the contrary, the parties acknowledge that (a) the Auditor shall own all right, title and interest, including, without limitation all right under all copyright, patent and other intellectual property laws, in and to the Auditor technology (b) the Auditor may employ, modify, disclose, and otherwise exploit the Auditor technology (including, without limitation, providing services or creating programming or materials for other clients).

9.4 Limitation to Warranties.

This is a services agreement. The Auditor warrants that it shall perform the service in good faith.

9.5 Limitation on Damages.

The Employer agrees that the Auditor, its directors, principals, and employees shall not be liable to the Employer for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising

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out of or relating to the Services performed hereunder for an aggregate amount not exceeding that fees paid by the Employer to the Auditor. The auditor will fully responsible for all type of damages or losses, raised due to the negligent acts, carelessness or fraud of the Auditor, its directors, principals, agents or employees.

9.6 Cooperation.

The Employer shall cooperate with the Auditor in the performance by the Auditor of the Services, including, without limitation, providing the Auditor with reasonable facilities and timely access to data, information and personnel of the Employer. The Employer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the Auditor for purposes of the performance by the Auditor of the Services. The auditor will also be responsible for performance of their staff and timely completion of the assignment.

9.7 Force Majeure.

Neither the Employer nor the Auditor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and 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 are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government Agencies. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or employees.

9.8 Limitation on Actions.

No action, regardless of form, arising under or relating to the Contract may be brought by either Party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a Party not later than one year following the date of the last payment due to such Party hereunder.

9.9 Fraudulent Documentation Clause.

Any bidder found to have submitted false, fabricated, or forged documents in response to This RFP shall be subject to immediate disqualification. Furthermore, the submitting entity may be blacklisted and barred from participating in any future procurement process with [Your Organization's Name]. This measure is in line with our commitment to uphold. Transparency and fairness in all contractual engagements. The organization reserves the right to take legal action against entities found to have engaged in fraudulent activities.

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Islamabad



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9.10 Confidentiality.

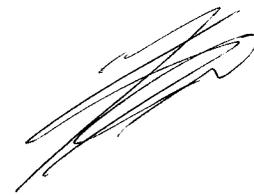
The Employer and the Auditor acknowledge and agree that all information communicated to either the Employer or the Auditor by the other Party under the Contract shall be received in confidence, shall be used only for purposes of the Contract and no such confidential information shall be disclosed by the respective Parties or their agents or personnel without the prior written consent of the other Party. Except to the extent otherwise required by the applicable law or professional standards.

9.11 Relationship between the parties:

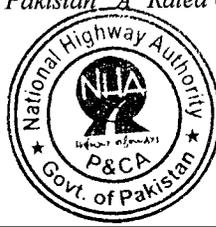
Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Auditor. The Auditor, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible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

9.12 Type of Contract

The type of contract will be Service Contract, which includes but not limited to the scope of job and terms of references and any out-of-pocket expenses, where required.



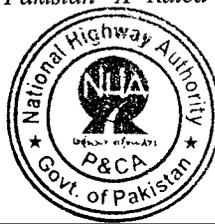
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National Highway Authority
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DATA SHEET

ITA Clause No.	Description of the Clause
1.1	<p>The name of the Assignment is: Hiring of “SBP “A” Rated Audit Chartered Accountant Firm for The Audit of NHA”</p> <p>The Client’s name is National Highway Authority</p>
1.2	As per TOR
1.4	<p>Attention:</p> <p>General Manager (P&CA) National Highway Authority Ministry of Communications Government of Pakistan 28-Mauve Area, G-9/1, Islamabad E-mail: gmpca.nha@gmail.com Website: www.nha.gov.pk Telephone: +92-051-9032727</p> <p>Pre-Proposal Meeting:</p> <p>A pre-proposal meeting shall be held at 1100 hours in the office of General Manager (P&CA) on 30th January, 2026.</p>
1.6	<p><u>Conditions for Eligibility:</u></p> <p>The Audit firms will be considered non-responsive and financial proposal of such Audit firm will not be opened, if any of the below-mentioned requirements have not been fulfilled:</p> <ol style="list-style-type: none"> i. The firm should have office in Islamabad. ii. The firm should be included in the list of “A- rated” firms of Chartered Accountants on the panel of State Bank of Pakistan (SBP) iii. Inclusion in Latest List of QCR firms issued by ICAP. iv. The firm should be included in the list of Audit Oversight Board (AOB) with “Satisfactory” rating. v. Attach proof of international affiliation. vi. The firm should have International Affiliation with a network of firms. vii. An affidavit indicates that the firm is not blacklisted by any Government Autonomous Body. viii. Valid NTN. ix. Last three-years audited accounts in accordance with accounting standards and auditing standards as per table “A” guidelines. x. Copy of last three years’ complete income tax return.

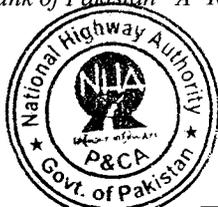
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Deputy Director (Finance)
National Highway Authority
Islamabad



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	<p>xi. Submit refundable earnest money of Rs. 500,000/- as bid security in favor of “National Highway Authority, Islamabad” through pay order with technical proposal.</p> <p>xii. All the proposal must be stamped and signed in original. Photocopy /scanned copy/ scanned signature is not acceptable. The proposal (technical + financial) must be bound in hard book binding form to deny the possibility of removal or addition of page(s). All the pages must be numbered, signed and stamped starting from first page to last.</p>
3.1.2	<p>Required documents include:</p> <ol style="list-style-type: none"> 1. Filled out Forms A-1, A-2, A-3 and A-4. 2. Kindly fill in the following necessary annexures required for the qualification criteria and attach the supporting documentary evidence as mentioned in each annexure. Annex – A: Organization Information Annex – B: Eligibility Response Checklist Annex – C: Technical Evaluation Criteria Annex – D: Document Checklist before submission. Annex – E: Declaration and also sign the declaration form at the end of document and attach with your other documents. 3. Any other document
	<p>Address for sending proposal: General Manager (P&CA) National Highway Authority Ministry of Communications Government of Pakistan 28-Mauve Area, G-9/1, Islamabad E-mail: gmpca.nha@gmail.com Website: www.nha.gov.pk Telephone: +92-051-9032727</p>
5.1	<p>Address for Opening of Proposals: NHA Auditorium, National Highway Authority. Office – NHA, 27, Mauve Area, G-9/1, Islamabad</p>
5.3	<p>Technical Evaluation Technical proposal should contain following and any additional information, and the copies of all required documents should be attached in technical proposal for evaluation. Technical proposals will be evaluated in accordance with the following Technical Evaluation Criteria:</p>

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National Highway Authority



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Sr. No.	Category	Marks
1	Registration & Experience of Firm (Establishment of Firm, Firm Affiliations/ Recognitions, No. of offices)	20
2	Audit Experience of the firm in audits of Public-Sector and State-owned Entities.	30
3	Work Plan & Staffing.	30
4	Financial Capability	20
Total:		100

Note: *Technical qualification status shall be decided on the basis of Pass/Fail basis. The Auditor must score at least 70% score.*

The breakdown of technical evaluation criteria is attached at Annex-C.

5.6 Financial Evaluation

The Audit fee shall be quoted inclusive of all applicable taxes in Pakistan in Form A-4 (Pak. Rupees).

The formula for determining the Financial Score is the following:

$$Sf = 100 \times Fm / F$$

Where SF is the Financial Score; Fm is the Lowest Price and F is the Price of the Proposal under consideration.

The Financial Proposal is the total competitive cost against the desired services quoted by the Auditor in the table under Form A-4.

Combined Score

The Audit Firm getting maximum marks on 80-20 weightage (80% for technical and 20% for financial) will be selected as Auditor of NHAs for the Client. The weights given to the Technical (T) and Financial Proposals (F) are T = 0.80 and F = 0.20

Muhammad Sabir Ali
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Islamabad



PROPOSAL SUBMISSION FORM

[Firm Letterhead]

[Date]

To
General Manager (P&CA)
[Address mentioned in the Data Sheet]

Re: Technical Proposal and Financial Proposal in respect of [insert title of assignment]

Dear Sir,

We offer to provide the Auditor services for “**HIRING OF STATE BANK OF PAKISTAN “A’ RATED CHARTERED ACCOUNTANT FIRM FOR THE AUDITS OF NATIONAL HIGHWAY AUTHORITY (NHA)**” in accordance with your Request for Proposal dated [Insert Date]. We hereby submit our technical & Financial Proposals including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained therein may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our Proposal shall be valid for 270 days in accordance with Clause 4.6 of the ITA & we have no conflict of interest in accordance with ITA Clause 1.8.

We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank You.

Yours Sincerely,

Signature {in full and initials: _____

Name and title of Signatory: _____

Address: _____

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Contact Information (phone and e-mail): _____

Important Note: The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal without assigning any reason. The bids should be submitted in sealed envelope clearly mentioned “**BID (TECHNICAL & FINANCIAL PROPOSAL) HIRING OF**”



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CHARTERED ACCOUNTANT FIRM FOR THE AUDIT OF NATIONAL HIGHWAY AUTHORITY (NHA)".

From A-2

FORMAT OF CURRICULUM VITAE (CV) FOR THE AUDITOR

1. Name of Candidate: _____
2. Date of Birth & Age: _____
3. Nationality: _____
4. CNIC Number: _____
5. Email address: _____
6. Phone No.: _____
7. Position: _____
8. Firm Name: _____
9. Years of association with the firm: _____
10. Core professional area of work: _____
11. Membership/enrollment: _____
12. Assigned tasks in this firm: _____
13. Please name similar assignments undertaken by the individual:

14. Specific role of the individual in this activity:

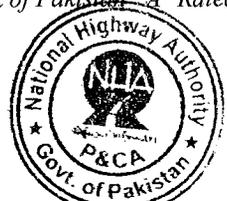
15. Key Qualifications:
[Provide list of degrees earned with name of institutions and years]

Educational Qualifications			
Degree/Diploma/Certificate	Year	Institution	Specialty

16. Relevant Experience:
[Provide outline of relevant experience]

Please provide information on additional experience in In Audits of Public Sector entities and entities under SOE Act			
Position	Employer	Duration	
		From	To

Muhammad Saby Ali
Deputy Director (Finance)
National Highway Authority
Islamabad



"RELEVANT EXPERIENCE"

Sr. #	Required Information	Response (Please provide exact information with case title, location/s and duration)
1.	Company Name	
2.	Assignment Title	
3.	Audit duration in months (specifically mentioned the year)	
4.	Location/s in Pakistan	
5.	Client satisfaction certificate & engagement letter.	

Note: If the same assignment continues for more than one accounting period/ circle, it will be considered single assignment. The client satisfaction certificate and engagement letter copy must indicate nature of service and year of service. If different nature of services is rendered to one client, then nature of services must be identifiable. Non-Provision of specified client satisfaction certificate and engagement letter copy will render it unacceptable.

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FINANCIAL PROPOSAL

The fee will be paid based on services outlined for each Audit assignment separately in the TORs mentioned at Audit Assignments sections from serial 01 to serial 8. The firm will quote fee (inclusive of all direct and indirect taxes separately) mentioning the indirect taxes and Provincial/ICT service taxes with the bid price. The financial quotation must be submitted in the following format:

FINANCIAL PROPOSAL

(Audit Fee) Format

A. Auditor Services

Staff Required & Professional Fee to be quoted for each Audit assignment separately as given below

Sr. No & Deliverable Name.: _____							
Sr.No	Description of staff	No. of members	No of days	Hours per day	Total hours	Cost per hour	Total Rupees (Rs.)
(A)	Engagement Partner						
(B)	Director Audit						
(C)	Audit Manager						
(D)	Audit Supervisors						
(E)	Audit Associates						
F=(A+B+C+D+E)	Total Gross Fee						
(G)	Sales Tax on Services (as applicable) on Item @ Sr. (F)						
(H)	(Maximum 20% of the Total Gross fee i.e. Item No. F)						
I (F+G+H)	Grand Total Fee						

Note:

The out-of-pocket expenses to be mentioned in the proposal separately, otherwise it will be considered NIL. Maximum 20% of the gross fee to be reimbursed on each deliverable basis for boarding, lodging, daily allowances to audit team and depreciation charged on laptops used by the team as out of pocket expenses. The office equipment like laptops & Desktops etc. must be arranged by the Auditors for its team however the Telephone, internet, printing, stationary & photocopies facility will be provided by the Client. A suitable



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place for sitting of team at head office & regional offices will be provided by the NHA. Logistic support will be provided to audit teams at head office and during their visit to regional offices by the Concerned General Managers for the timely completion of audit.

Summary of Costs

Sr. No	Deliverable name	Total Gross Fee	Out of Pocket Expenses (20% of Gross Total Fee)	Sales Tax (as applicable) on Gross Total Fee)	Grand Total Fee:
1	Annual Audit Report of NHA Entity Accounts				
2	Half Yearly Review Report of NHA Entity Accounts				
3	Annual Audit Report Road Maintenance Accounts (RMA)				
4	Half Yearly Review Report on Road Maintenance Accounts (RMA)				
5	Audit of Built Operate transfer (BOT) Projects				
6	Audit of Asian Development (ADB) Funded Projects				
7	Certification on Loans Statements (agreed upon Procedures) Fee per loan statement.				
8	Project wise Land Reports (agreed upon Procedures)				
	GRAND TOTAL				

Notes:

1. Fill in the Audit Assignment fee and direct reimbursable cost in the relevant spaces above.
2. The amount quoted against grand total fee in above table is the competitive cost and it will be used to calculate the Financial Score.
3. The Grand Total Fee is inclusive of all the applicable taxes. All these taxes are required to be built on the quoted rates and not be mentioned separately. (As mentioned in proforma for Financial Quote)
4. Any Omission or arithmetical error made by the Auditor in entering the amount against above cost sheet shall also be rectified during evaluation of the Financial Proposal.


Muhammad Sabir Ali
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Appendix - A

Scope of Services and Deliverables

INTRODUCTION

The National Highway Authority (NHA) was created, in 1991, through an Act of the Parliament, for planning, development, operation, repair and maintenance of National Highways and Strategic Roads specially entrusted to NHA by the Federal Government or by a Provincial Government or other authorities concerned.

NHA is custodian of the Highway assets of Pakistan's road network. It is committed to providing a safe, modern and efficient transportation system. As the cornerstone of tomorrow's Highway network, National Highways function as the backbone of Pakistan's transportation system, play an important role in the development of micro and macro economy and enhance the national integration by increasing the social and economic dependence between the provinces.

VISION & MISSION

To ensure National integration through an efficient, reliable, safe and environment friendly National Highway & Motorway network for sustained economic growth and higher quality of life in Pakistan.

ABOUT NATIONAL HIGHWAY AUTHORITY

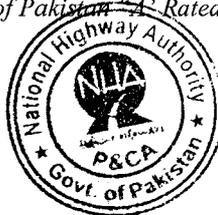
FUNCTIONS

Plan, Promote, Organize and Implement Programs for Construction, Development, Operation, Repairs and Maintenance of National Highways/ Motorways and Strategic Roads.

POWERS & DUTIES OF NHA

- Advise the Federal Government on matters relating to National Highways and Strategic Roads.
- Frame a scheme or schemes for matters such as construction, expansion, operation and development of National Highways and Strategic Roads and undertake work/incur expenditure on such scheme(s).
- Acquire any land in accordance with legal procedure and obtain and dispose of moveable and immovable property of interests therein.
- Research and development in the field of Highways.
- Procure plants, machinery, instruments, and materials required for its use.
- Enter and perform all such contracts as may be considered necessary.
- Levy, collect or cause to be collected tolls on National Highways, Strategic Roads and such other roads as may be entrusted to it and bridges thereon.
- License facilities on roads under their control on such terms as it deems fit.

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- Determine a building line between which and the ROW, it shall not be lawful without the consent of the Authority to construct or maintain any structure or make any excavation.
- Cause studies, surveys, experiments, and technical research to be made or contribute towards the cost of such studies, surveys, experiments, or technical research made by any other agency.

NATIONAL HIGHWAY COUNCIL

The basic function of the National Highway Council (NHC) is to lay down national policies and guidelines to be followed by NHA in the performance of its functions. The Council has the power to direct and regulate the affairs of NHA.

COMPOSITION OF COUNCIL

The NHC was previously headed by the Prime Minister of Pakistan. In July 2001, the provisions of the NHA Act, 1991 were amended by the GoP and the NHC was re-constituted. NHA Act, 2024 was promulgated on 20th June 2024. The revised composition of the NHC as per NHA Act, 2024 is given below: -

S.No.	Membership	Status
(a)	One of the independent Members appointed by the Federal Government	Chairman
(b)	Secretary of the Finance Division or his nominee not below the rank of Additional Secretary or equivalent	Member ex-officio
(c)	Secretary of the Planning, Development and Special Initiatives Division or his nominee not below the rank of Additional Secretary or equivalent	Member ex-officio
(d)	Secretary of the Communications Ministry or his nominee not below the rank of Additional Secretary or equivalent	Member ex-officio
(e)	Chief Executive Officer	Member
(f)	Five independent members to be appointed by the Federal Government from private sector, each of whom shall have requisite skills, competence, knowledge, experience and approach so that the Council as a group includes core competencies and diversity to assist the Authority in achieving its primary and other objectives	Member ex-officio

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POWERS AND FUNCTIONS OF THE COUNCIL

Consultancy Services for Hiring of State Bank of Pakistan "A" Rated Chartered Accountant Firm for the Audit of National Highway Authority (NHA)



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The Council shall exercise its powers and perform its functions in accordance with the provisions of the NHA Act 2024 and the provisions of the SOE Act with regard to a Board being apex body.

In addition to the powers and functions provided for in sub-section

(1), the council shall.

- a) Approve five-year plans or such other plans, recommended by the Executive Board, in consultation with relevant stakeholders for construction and development of national highways, motorways and strategic roads specially entrusted to the Authority by the Federal Government or by a Provincial Government or other entity.
- b) Approve the annual maintenance plan recommended by the Executive Board for national highways, motorways, and strategic roads.
- c) Lay down national policies and guidelines to be followed by the Authority in the performance of its functions; and
- d) Approve annual development and non-development budget on recommendation of the Executive Board.

NHA EXECUTIVE BOARD

For exercising the powers of NHC and performing its functions, the Council shall be assisted by an Executive Board consisting of

S.No.	Membership	Status
(a)	Chief Executive Officer	Chairperson
(b)	Member (Planning) of the Authority	Executive Member
(c)	Member (Engineering) of the Authority	Executive Member
(d)	Member (Aided Projects) of the Authority	Executive Member
(e)	Member (Public Private Partnership Projects) of the Authority	Executive Member
(f)	Member (Finance) of the Authority	Executive Member
(g)	Member (Administration) of the Authority	Executive Member

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POWERS AND FUNCTIONS OF THE EXECUTIVE BOARD

The Executive Board shall exercise its powers and perform its functions in accordance with the provisions of NHA Act, 2024 including to-



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- a) Consider and recommend, in consultation with relevant stakeholders, proposals for schemes and projects.
- b) Consider and approved award of contracts for works, services and goods.
- c) Recommend the Annual Maintenance Plan for national highways, motorways and strategic roads.
- d) Consider and review progress reports of the Authority.
- e) Recommend to the Council for approval, annual development and non-development budget.
- f) Recommend schemes and projects to be funded through toll and other receipts from operations of national highways, motorways and strategic roads.
- g) Perform such other functions as may be assigned to it by the Council.

THE BUSINESS FRAMEWORK.

NHA is essentially structured as a public sector entity working on the principles of a cost center. Its business cycle by virtue of its status can essentially be categorized into 3 distinct operational facets set apart by the importance of each activity to the overall business cycle. These are as follows: -

- i) Development of the national highways network – This activity relates to development/construction of all such roads which are covered by the national highways mandate. The need for this emanates from the government’s economic plan which sets out the expectations from the national highways sector towards attainment of its ultimate goals. While the needs are identified by the Government, NHA participates in identifying and conceiving the projects that are to be developed in this regard. However, there are many projects which are simply mandated to NHA to be undertaken by Government directive, irrespective of their viability, mainly due to their strategic importance. Therefore, NHA’s role in this is to enable the implementation of all the projects so identified in the most efficient manner covering resource mobilization and project execution.
- ii) Maintenance and up-gradation of the developed network – The other major responsibility of NHA is ensuring that the network in place is maintained in the manner which best ensures its optimal utility. This involves maintenance of such assets including routine, periodic or for that matter as any up-gradation which rejuvenates the utility of any road. Here the activity is planned more by reference to NHA’s own vision with the implementation also in their responsibility.
- iii) Management and operations of the National Highway Authority – NHA operates as a complete business entity set out with its own organization structure and operating framework. Its management and operation, therefore, essentially involves a complete cycle of transactions which are focused on executing the two areas of operation given in (i) and (ii) above. This activity is, therefore, the operations carried out by NHA for its own existence and operations and the implementation of which is essentially also the responsibility of NHA itself.

Organizational Structure

NHA’s organizational set up comprises six core wings:

- i) Motorways
- ii) Construction
- iii) Planning

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- iv) Operation
- v) Finance
- vi) Administration.

The NHA is administered by the NHA Executive Board. Members of the Executive Board are: Executive Officer/ Chairman of NHA (Chairman), Member (Finance), Member (Planning) and other the six other members are government official ex officio. NHA headquartered in Islamabad with Fifteen regional offices in following cities.

- i. Karachi
- ii. Sukkur
- iii. Quetta
- iv. Khuzdar
- v. Gwadar
- vi. Multan
- vii. Lahore
- viii. Kalar Khar
- ix. Burhan (M-1)
- x. Peshawar
- xi. Abbottabad
- xii. Gilgit.
- xiii. Muzaffarabad
- xiv. HRTC -Burhan
- xv. Faisalabad

The management of NHA comprises of the Chief executive officer and wings/sections managed by Members, General Managers and Directors:

- Planning Wing (including Procurement, Design, Legal and Computer Sections)
- Operations Wing (including Construction, Operation and Maintenance sections)
- Finance Wing (including Finance and Budget & Accounts sections)
- Administration Wing (including Personnel, Establishment and HRD sections)
- BOT & PPP projects Section
- Secretary Section
- Internal Audit Section
- Public Relations Section
- Vigilance Section

AUDIT OBJECTIVES.

- The objective of the audit is to exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit and, among other things:
- Identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the entity and its environment, including the entity's internal control.
- Obtain sufficient appropriate audit evidence about whether material mistake exists, through designing and implementing appropriate responses to the assessed risks.
- From an opinion on the financial statements based on conclusions drawn from the audit evidence obtained in accordance with an applicable financial reporting framework.

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DUTIES OF AUDITORS

The Auditors shall carry out Audit in accordance with the requirement as described in Scope of work for each deliverable by applying Term of reference (TORs) for each assignment as per International Standards of Auditing (ISA) and shall include such tests and controls that the auditor considers necessary under the circumstances. The Auditors shall also consider the adequacy of controls necessary to secure propriety and transparency in all areas. The comprehensive audit shall be undertaken to cover but not limited to the following areas:

BILLING PROCESS

The audit work shall cover the adequacy and compliances with policy guidelines for processing Interim payment certificates, Invoices, Land acquisition advances, revenues from operating activities, management operation cost, cost of maintenance of projects at all regional offices, general & administrative expenses and any other cost related to entity projects.

FINANCIAL REPORTING

The audit work shall cover the adequacy and compliances of the accounting and financial operations and reporting systems.

HUMAN RESOURCE MANAGEMENT

The audit work shall cover the compliances and competitiveness, transparency, effectiveness of the recruitment and hiring of personnel and include performance appraisal, attendance control, calculation of salaries and entitlements, payroll preparation and payment, and management of personnel records.

PROCUREMENTS FOR PROJECTS, MAINTENANCE & PURCHASES.

The audit work shall cover the competitiveness, transparency, effectiveness and controls of the procurement activities to ensure that contracts are awarded in accordance with PPRA requirements and entity's own procurement SOPs and guidelines.

The work shall include the delegations of authorities for procurements, procurement thresholds, call for bids and proposals, evaluation of bids and proposals and approval/signature of contracts. Management and control over the variation orders.

INFORMATION AND COMMUNICATION

The audit work should cover the information and communication, security of data and equipment.

GENERAL ADMINISTRATION & ESTABLISHMENT EXPENDITURES

The audit work shall cover the advances to employees like House building, Car, Motorcycle and imprest advances, vehicle maintenance and fuel management, medical expenses, office security and procurement of store items and store stock management. Review of overall control of environment and related risks with recommendations for further strengthening.



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FIXED ASSETS REGISTER.

The audit work should cover the Physical verification of Assets as per their Audit plan with the coordination of Assets Management Cell and report if there is any improvement required in Assets Management Activities.

METHODOLOGY

To be determined by auditor based on International Standards on Auditing, SOE Act & TORs agreed for above deliverables.

PRE AUDIT BRIEFING:

The pre-Audit briefing will be held by Bookkeeping & consolidation section in presence following officials.

- Member Finance
- General Manager Finance
- GM Budget and Accounts
- GM Revenue
- GM P&CA
- GM Admin & Establishment
- GM EALS
- GM BOT / PPP Projects.

ACCESS TO RECORDS

- To all records of the related transactions, planning and management.
- NHA's policies and Financial Guidelines.
- Agreements and Contracts.
- Fixed Assets documentation,
- Revenue records
- All the financial, administration, and other related records.

FINAL AUDIT REPORTS & CERTIFICATIONS

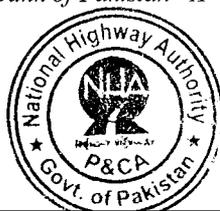
The auditor shall document the details of the audit with financial statement completed by the final day of the assignment. The report shall include all as per scope of work mentioned below against each deliverable.

DELIVERABLES & SCOPE OF SERVICES

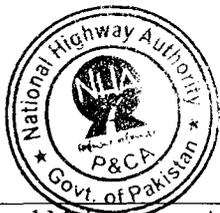
The Auditor Firm shall provide:

Sr.No.	Deliverables	Scope of Work	Volume of work
1	Annual Audit Report on NHA Entity Accounts (Prepared in Accordance with IRFS's as applicable in Pakistan)	General Purpose Audit report (As per requirements of International Auditing Standards & SOE's Act – 2023)	The Over All NHA Entity Accounts include the audit of different activities at HQ, Regional and ongoing projects comprised of, <ul style="list-style-type: none">• Aided projects,• GOP funded Projects,• RMA section,• DDO section,

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			<ul style="list-style-type: none"> • Establishment section • Revenue receipt & Contracts • GM Admin & Establishment. • RAMD section • P&CA section • BOT & PPP Section • Land & Legal Directorates • Welfare Section • IT Bureau • Admin & Establishment • Row Section • Transport section • Secretary & CEO section <p>4 Zonal offices & fifteen regional offices all over Pakistan, with six hundred plus Trial balances & five hundred plus bank Accounts. Toll receipts from over one hundred toll plazas and seventy-five plus police fine beats. Any information required for Audit purpose will be provided when required.</p>
2	Half Yearly Review Report of NHA Entity Accounts	<p>Limited Scope review report on half-yearly Accounts as on December 31, as per requirements of International Auditing Standards & SOE's Act – 2023. Apply ISRE 2410 principles for review engagements:</p> <ul style="list-style-type: none"> • Use inquiry, analytical procedures, and limited substantive testing. • Obtain sufficient appropriate evidence to form a conclusion on whether material modifications are required. 	<p>This includes the Half Yearly Review Report on entity over all operations as on December 31, the sections, projects, and offices are same as in entity annual audit as June 30.</p> 
3	Annual Audit of Road Maintenance Accounts (RMA)	<p>General Purpose Audit report (As per International Auditing Standards, requirements of SOE's Act & Further as per RMA rules</p> <ul style="list-style-type: none"> • Auditors must, the auditors shall include in their report assessments relating to achievement of the objectives of the 	<p>The Road Maintenance Accounts (RMA) includes the audit of different activities at Head quarter and regional offices which includes,</p> <ul style="list-style-type: none"> • RMA section, • DDO section, • Revenue receipt Section

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		<p>RMA, compliance with approved policies, rules, and the SOPs.</p> <ul style="list-style-type: none"> • The report of the auditors shall contain detailed appraisements on the following, namely: - • The accuracy of the record and financial accounts of the RMA. • the completeness of income of the RMA. • whether the level of tolls and other revenues are in accordance with Rules. • whether disbursements are in accordance with Rules • the conformity of payments with eligible expenditures as laid down in Rules. • the conformity of payments with the priorities laid down in Rules. • accuracy of accounting and internal control procedures. • the effectiveness of the administration of the RMA; and • analysis of variances between the budget and actualities. 	<ul style="list-style-type: none"> • GM Admin & Establishment. • RAMD section <p>RMA accounts at 15 regional offices all over Pakistan, with sixty plus Trial balances & seventy-five plus bank Accounts. Toll Contracts & receipts of one hundred plus toll plazas and seventy-five plus police fine beats, weigh stations, and Income from Right of Way (ROW).</p>
4	Half Yearly Review Report on Road Maintenance Accounts (RMA)	<p>Limited Scope review report Apply ISRE 2410 principles for review engagements:</p> <ul style="list-style-type: none"> • Use inquiry, analytical procedures, and limited substantive testing. • Obtain sufficient appropriate evidence to form a conclusion on whether material modifications are required. 	<p>This includes the Half yearly review report on entity over all operations as on December 31, the sections and regional offices are the same as in entity annual audit as June 30.</p>
5	Audit of Built Operate transfer (BOT) Projects	<p>Audit Report. Restricted distribution. Also check the following with reference to compliance of BOT agreements between NHA & Concessionaires</p> <ul style="list-style-type: none"> • Check compliance of BOT agreements Clauses. • Check that Joint Auditors' reports issued comply with the requirements of BOT agreement. 	<p>There are seven BOT Projects in progress, Give a comprehensive report on compliance of BOT agreements between NHA and Concessionaires.</p>

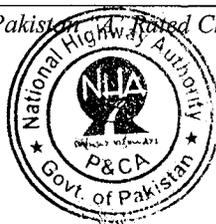
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 National Highway Authority
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6	Audit of Asian Development (ADB) Funded Projects	<p>Audit Report. Restricted distribution. To check that</p> <ul style="list-style-type: none"> ○ Financial statements of the Projects for the year ended June 30, are prepared in all material respects, in accordance with the International Financial Reporting Standards (IFRSs) as applicable in Pakistan and the requirements and the guidelines of the Asian Development Bank. ○ the summary of sources and applications of loans, adequate supporting documentation have been maintained to support the claims furnished to the Asian Development Bank for reimbursement of expenditures incurred; and ○ The National Highway Authority has complied with the covenants set forth in Articles. III and IV of the respective loan and grant agreements between Government of Pakistan and Asian Development Bank in all material respects, in the use of the proceeds of the respective loans. 	Audit More than ten Ongoing & completed Projects funded by the Asian Development Bank (ADB) at Head office Islamabad in Aided Projects Section.
7	Certification on Loans Statements (agreed upon Procedures)	<p>Certify that the statement of sources and application of loans along with individual loan statements for National Highway Authority – ADB funded projects are in accordance with format and guidelines specified by ADB. conducted the verification of figures reported in the statements as part of our annual audit of the financial statements of National Highway Authority and financial statement of ADB funded projects and procedures are summarized as follows:</p> <ul style="list-style-type: none"> • ADB loan disbursements relating to direct payments to contractors/ consultants are in accordance with withdrawal applications filed by National Highway Authority and as per Loans and Grant Financial Information 	<p>It includes the Loan wise statements of ADB Funded projects which is comprised of Reconciliation of GOP & ADB funding with financial statements of ADB funded projects.</p> <p>1- Statement of Source and Uses of Funds, 2- Statement of Project Expenditure by Component 3- Detail of Withdrawals showing comparative for the year</p>


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		<p>Services (LFIS/ GFIS) web portal of ADB.</p> <ul style="list-style-type: none"> • Loan proceeds received in assignment accounts (reimbursements) traced to bank statements of those accounts. • carried out the reconciliation of statement of source and application of loans and underlying individual loan statements with financial statements of National Highway Authority and financial statements of ADB funded projects. 	
8	Project wise Land Reports (agreed upon Procedures)	<p>Agreed-Upon Procedures (AUP) Reports</p> <p>Following are the TORs for compilation of the project wise land reports comprising of the following documents:</p> <ul style="list-style-type: none"> • Details of land advances issued against each project. • Copies of Awards & Mutation Deeds • Confirmation of balances deposited in Treasury and balance left undisbursed as of June 30. • Signed copy of proforma's duly filled in by project land staff. • Report on each project which includes present status and list of pending work. • A brief report regarding Mutated & Un-mutated Land as on June 30. • A Comprehensive Consolidated Statement Showing overall Project wise detail of Land Awarded, Mutated and Un-mutated in shape of Kanals as on June 30, • A Project wise statement showing Funds received against Awarded value of land in treasuries as on June 30. 	<p>As on June 30,2025 Land Projects reports of 84 Projects were issued the record of these projects is available at 13 regional offices and on few projects' locations. Auditors will provide a printed report on agreed TORs as mentioned in Scope of work.</p>

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DELIVERABLES

The firm shall deliver the following Reports and certifications as deliverables.

Sr. No	Deliverable name	Report Type	Concerned Officials
1	Annual Audit Report on NHA Entity Accounts (Prepared in Accordance with IRFS's as applicable in Pakistan)	General Purpose Audit report (As per International Auditing Standards & requirements of SOE's Act.	Finance Member & Chief Executive Officer (The Audited Accounts will be submitted to NHA Executive Board & Audit Committee for recommendation to Highway Council for Approval)
2	Half Yearly Review Report of NHA Entity Accounts	Limited Scope review report	
3	Annual Audit of Road Maintenance Accounts (RMA)	General Purpose Audit report (As per International Auditing Standards, requirements of SOE's Act & RMA rules.	
4	Half Yearly Review Report on Road Maintenance Accounts (RMA)	Limited Scope review report	
5	Audit of Built Operate transfer (BOT) Projects	Special Purpose Audit Reports	GM (Finance) / GM (BOT)
6	Audit of Asian Development (ADB) Funded Projects	Special Purpose Audit Reports	Member (Finance) / GM (B&A)
7	Certification on Loans Statements (agreed upon Procedures)	Agreed-Upon Procedures (AUP) Reports	Member (Finance) / GM (B&A)
8	Project wise Land Reports (agreed upon Procedures)	Agreed-Upon Procedures (AUP) Reports	Member Admin / GM (EALS)



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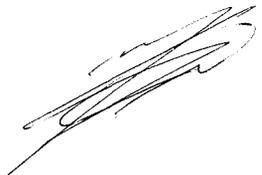
Appendix B

(Draft Contract)

(Contract agreement to be finalized before signing of contract agreement)

COPY OF MODEL AGREEMENT

(To be finalized during Negotiations)


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**Contract for Auditor Services
(Lump Sum)**

Between

(NATIONAL HIGHWAY AUTHORITY)

And

(NAME OF THE AUDITORS)

FOR

SCOPE OF WORK / TERMS OF REFERENCE

**HIRING OF STATE BANK OF PAKISTAN "A" RATED
CHARTERED ACCOUNTANT FIRM
FOR THE AUDIT OF
NATIONAL HIGHWAY AUTHORITY (NHA)"**

Month and Year


Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad



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[Details to be finalized by the users]

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- Appendix E-Breakdown of Contract Price in Local Currency
- Appendix F-Services and Facilities to be provided by the Client.
- Appendix G-Integrity Pact
- Appendix H-Minutes of Pre-Proposal Meeting along with addendum

V. ALTERNATE TITLE PAGE IN CASE OF JV
ALTERNATE FORM OF CONTRACT IN CASE OF JV


Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad



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FORM OF CONTRACT

[Notes:

1. Use this Form of Contract when the Auditors perform Services as Sole Auditors
2. In case the Auditors perform Services as a Member of the joint venture, use the form included at the end.
3. All notes should be deleted in the final text.]

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month of ___ (year), between, on the one hand _____ (Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Auditors" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Auditors to provide certain Auditor services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"; and
- (b) the Auditors, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the Parties hereby agree as follows:

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

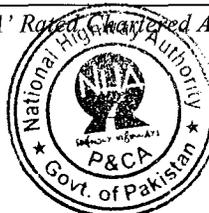
[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel
- Appendix D: Breakdown of Contract Price in Foreign Currency (Not Used)
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be provided by the Client.
- Appendix G: Integrity Pact (for Services above Rs.10 million)

2. The mutual rights and obligations of the Client and the Auditors shall be as set forth in the Contract, in particular:

- (a) the Auditors shall carry out the Services in accordance with the provisions of the Contract; and


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(b) the Client shall make payments to the Auditors 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

Witness

Signatures: _____

Name: _____

Title: _____

(CLIENT)

Signatures: _____

Name: _____

Title: _____


Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

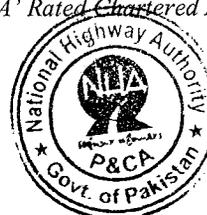
Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1.
- (e) "GC" means these General Conditions of Contract.
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s).
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan.
- (i) "Member" in case the Auditors consist of a joint venture of more than one entity means any of the entities, and "Members" means all these entities.
- (j) "Party" means the Client or the Auditors, and "Parties" means both.
- (k) "Personnel" means people hired by the Auditors as employees and assigned to the performance of the Services or any part thereof.
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented.
- (m) "Services" means the work to be performed by the Auditors pursuant to this Contract, as described in Appendix A.
- (n) "Third Party" means any person or entity other than the Client, the Auditors; and
- (o) "Project" means the work specified in SC for which Auditor Services are desired.

1.2 Law Governing the Contract

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

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National Highway Authority



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1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services should be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Auditors shall be taken or executed by the Authorized Representatives specified in the SC.

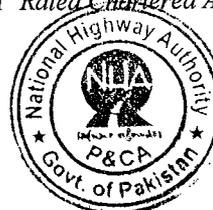
1.7 Taxes and Duties

Unless specified in the SC, the Auditors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Auditors consist of a joint venture of more than one entity, the Auditors shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Auditors instructing the Auditors to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) 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 except for the work (if any already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Auditors shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

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2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and 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 actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both A take into account at the time of the conclusion of this Contract and B avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; a has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and b) has informed the other Party in writing not later than fifteen (15 days following the occurrence of such an event.

2.7.3 Extension of Time

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

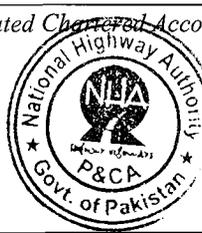
2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, nothing additional will be paid to auditor.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Auditors, suspend all payments to the Auditors hereunder if the Auditors fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall

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specify the nature of the failure, and (ii) shall request the Auditors to remedy such failure within a period not exceeding thirty (30) days after receipt by the Auditors of such notice of suspension.

2.9 Termination

2.9.1 By the Client

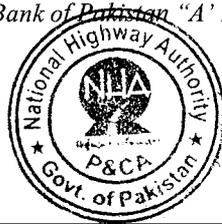
The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Auditors, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Auditors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Auditors become (or, if the Auditors consist of more than one entity, if any of their 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 Auditors fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Auditors submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Auditors know to be false;
- (e) if, as the result of Force Majeure, the Auditors are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Auditors

The Auditors may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Auditors pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Auditors that such payment is overdue.
- (b) if the Client 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 Auditors may have



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subsequently approved in writing) following the receipt by the Client of the Auditors 'notice specifying such breach;

- (c) if, as a result of Force Majeure, the Auditors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Auditors shall take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Auditors, and equipment and materials furnished by the Client, the Auditors shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

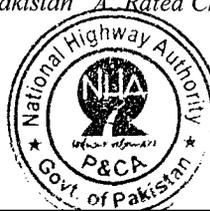
3. OBLIGATIONS OF THE AUDITORS

3.1 General

The Auditors shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Auditors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

3.2 Auditors Not to Benefit from Commissions, Discounts, etc.

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



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3.3 Confidentiality

The Auditors and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Professional Liability

The Auditor are fully liable to maintain the standards in their performance of services that the objective of the assignments must be achieved at best of its level and to minimize the risk of damages or losses to the client.

3.5 Other Insurance to be taken out by the Auditors.

3.6 Auditors' Actions Requiring Client's Prior Approval

The Auditors shall obtain the Client's prior approval in writing before taking any of them following actions:

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name.
- (b) any other action that may be specified in the SC

3.7 Reporting Obligations

The Auditors shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

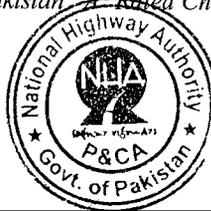
3.8 Documents Prepared by the Auditors to be the Property of the Client

All reports, and other documents prepared by the Auditors shall become and remain the property of the Client, and the Auditors shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and to the Client together with a detailed inventory thereof. The Auditors may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Auditors by the Client or purchased by the Auditors with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Auditors shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Auditors, unless otherwise instructed by the Client in writing,



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shall ensure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Auditors (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder. in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. AUDITORS PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Auditors' Key Personnel are described in Appendix C. The Key Personnel listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made to the Key Personnel. If, for any reason beyond the reasonable control of the Auditors, it becomes necessary to replace any of the Key Personnel, the Auditors shall provide as a replacement with a person of equivalent or better qualifications with consent of client.
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Auditors shall, at the Client's written request specifying the grounds therefore provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Auditors shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

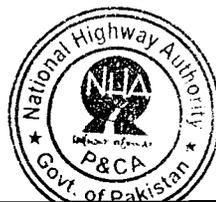
5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) Provide at no cost to the Auditors and Personnel such documents prepared by the Client or other Auditor appointed by the Client as shall be necessary to enable the Auditors or

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Personnel to perform the Services. The documents and the time within which such documents shall be made available, as per specified in the SC.

- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items, unless paid for by the Auditors without reimbursement by the Client, shall be returned by the Auditors upon completion of the Services under this Contact.
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services.
- (d) Provide to the Auditors and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

- (a) co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority and other concerned organization named in the SC.
- (b) Co-ordinate with any other Auditors employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Auditors.

5.2 Access to Land

The Client warrants that the Auditors shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Changes in the Applicable Law

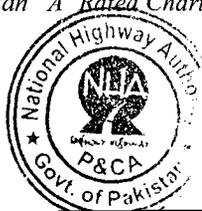
5.4 Services and Facilities

The Client shall make available to the Auditors and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the time and in the manner specified in said Appendix F.

5.5 Payments

In consideration of the Services performed by the Auditors under this Contract, the Client shall make to the Auditors such payments and in such manner as is provided by Clause 6 of this Contract.

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6. PAYMENTS TO THE AUDITORS

6.1 Lump Sum Remuneration

The Auditors' total remuneration shall not exceed the Contract Price and there shall be a fixed lump sum including all staff costs, incurred by the Auditors in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, is specified in the SC.

6.2 Contract Price

- (a) Price of the contract will be agreed and paid in Pakistani Rupees only.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Auditors and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Auditors have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

Amount due to the Auditors shall be paid by the Client to the Auditors within twenty-eight (28) days.

6.5 Delayed Payments

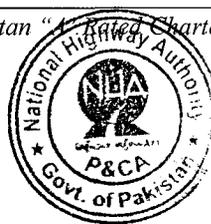
6.6 Additional Services

Additional Services means services as approved by the Client outside the Scope of Services described in Appendix A. If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Auditors shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services.

6.7 Auditors' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Auditors' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Auditors may after giving not less than fourteen (14 days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Auditors have received the payment.

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7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No x of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

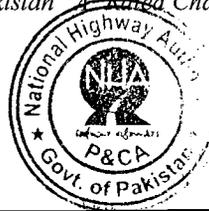
8. INTEGRITY PACT

8.1 If the Auditor, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Auditor as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Auditor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Auditor, agents or servants.
- (b) Terminate the Contract: and
- (c) Recover from the Auditor any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Auditor, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Auditor shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 after having deducted the amounts due to the Client under Sub-Para(a) and (c) of this Sub-Clause.

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National Highway Authority
Islamabad



III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments to, and Supplements to, Clauses in the General Conditions of contract of GC Clause.

1.1 Definitions

(p)"Project means "Audit Services for NHA entity and different segments of NHA as mentioned in Deliverables"

1.2 Law Governing the Contract

The Auditors personnel shall at all times endeavor to observe and respect all laws, rules, regulations, and customs prevailing within the Islamic Republic of Pakistan.

1.3 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

General Manager (Finance)

National Highway Authority

HQ. Office – NHA,

28, Mauve Area, G-9/1, Islamabad,

Telephone: +92-51-9032606

For the Auditors: (To be Finalized during Contract Negotiation)

(Name of Engagement Partner) _____

(Project) _____

(Address) _____

Telephone: _____

Facsimile: _____

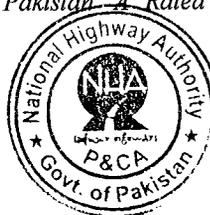
E-Mails: _____

1.4 Taxes and Duties

Payment of Taxes will be the responsibility of the Auditors in accordance with Pakistan Tax Laws and prevailing rates at the time of release of payment by the client.

[All notes should be deleted in final text. All blanks should be filled in.]

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1.5 Leader of the Joint Venture

The leader of the Joint Venture is (Name of the Member of the Joint Venture).

[Note: If the Auditors do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The period shall be thirty (30) days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Auditor shall commence the services immediately after signing of the Contract Agreement or such other times as the Parties may agree in writing.

2.4 Expiration of Contract

The services specified in the TOR shall be completed and all relevant reports submitted in the form and format acceptable to the Employer, within Three (03 Months) from the date of signing of Contract Agreement or such other period as the Parties may agree in writing.

2.5 Payments

3.4 Professional Liability

3.5 Insurance to be taken out by the Auditors.

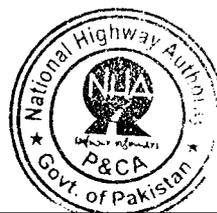
The risks and the coverage shall be as follows:

Pakistan by the Auditors or their Personnel, with a minimum coverage of Rs. 100,000 /-.

- (a) Insurance against loss of or damage to equipment provided by the client.
- (b) The Auditors are required to insure their Employees and Professionals for Hospitalization/Medical, Travel and Accident Cover for the duration of the Contract.

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National Highway Authority
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3.7 Reporting Obligations

Moreover, along with the hard copies Auditor etc. must provide duly certified Soft/scanned copies of all the documents prepared/used/referred etc. during the contract period. The soft/scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/ titles etc.in appropriate folders for quick retrieval. The soft/scanned copies provided by the Auditor must have traceability.

3.8 Documents Prepared by the Auditors to be the Property of the Client

The Client and the Auditors shall not use these documents for purposes unrelated to this Contract without the prior written approval of the client.

5.1.1 Assistance

(a) The Client shall make available within 14 days from the Commencement Date, the documents namely: to be inserted as and when required.

5.1.2 Coordination.

(a) The departments and agencies include as per requirement from time to time.

5.1.3 Approvals

The Client shall agree with approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Auditors.

6.1 Lump Sum Remuneration

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

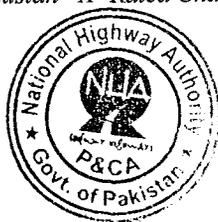
6.2 Contract Price

The Price of the contract will be agreed and paid in Pakistani Rupee only.

6.3 Terms and Conditions of Payment

A lump sum amount in local currencies against services referred under SC 6.2 shall be paid to the Auditors for the Services to be completed within the period specified in SC 2.4. Payments shall be made according to the following schedule:

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National Highway Authority
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6.4 Period of Payment

6.5 Delayed Payments

Finance charges shall be eight percent 08% per annum.

6.6 Additional Services

The Auditors shall be prepared at any time during the project to provide expert technical advice and skill to the Client who may ask and need such assistance on any phase or specific feature of the Project. The Auditors will be separately compensated for all such services not covered in the original Services.

9. Priority of Documents

Following is to indicate priority of documents forming part of this Contract to resolve an ambiguity or non-clarity in the provision:

- Contract Agreement.
- Minutes of Contract Negotiation Meeting
- The Special Conditions of Contract.
- General Conditions of Contract.
- Minutes of Pre-Proposal Meeting and Addenda.
- Scope of Services/Terms of Reference.
- Other documents including Integrity Pact and JV agreement (if any)

10. Royalties

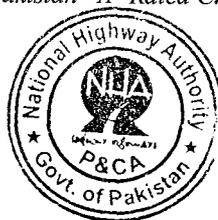
The Auditors shall save harmless and indemnify the Client from and against all claims and proceedings on account of or for infringement of any patent right, design, trade mark or name or other protected rights in respect to any patented designs, features or equipment they may use for carrying out the Services, and shall pay all royalties etc. thereto.

11. Penalty

If the Auditors fails to comply with the time to completion as given in the Contract, the Client will impose a penalty at the rate of 0.05% of the fee for incomplete portion of work as per Appendix-E for each day of delay up to a maximum of 10% of the same amount.

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IV - APPENDICES

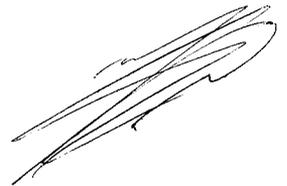

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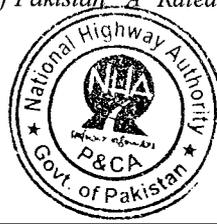
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Appendix A
Description of the Services

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



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Appendix B

Reporting Requirements

The Auditors shall submit the following reports as per TORs

The Auditors must submit the Reports in following manners.

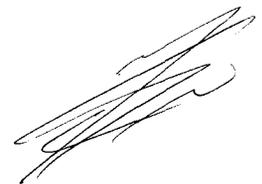
Sr.No	Deliverable name	Draft Reports	Initialed Reports	Signed Reports
1	Annual Audit Report NHA Entity Accounts	30, September	15, October	The Audit report will be signed by auditors after the approval from Highway Council
2	Half Yearly Review Report NHA Entity Accounts	20 February	28 February	
3	Annual Audit of Road Maintenance Accounts (RMA)	30, September	15, October	
4	Half Yearly Review Report on RMA Accounts	20 February	28 February	
5	Audit of Built Operate transfer (BOT) Projects	30, September	15, October	31, October
6	Audit of Asian Development (ADB) Funded Projects	30, September	15, October	31, October
7	Certification on Loans Statements (Agreed upon Procedures)	30, September	15, October	31, October
8	Project wise Land Reports (Agreed upon Procedures)	30, September	15, October	31, October

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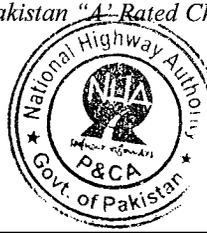


Appendix - C
Key Personnel

[List under: C-1 Title [and names, if already available], activities of job descriptions of key personnel to be assigned to work and staff-months for each.

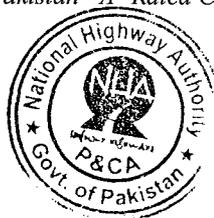


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Appendix D
Breakdown of contract Price in Foreign Currency (Not Used)

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Appendix E

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price:

1. Remuneration for various items based on rates as mutually agreed
2. Other reimbursable direct expenditure related to:
 - (a) Support staff, and work charged staff.
 - (b) Traveling, lodging etc.
 - (c) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1+2).

Note:

1. Each item of reimbursable direct costs expenditure shall be specified whether it is payable based on (a) lump sum or (b) reimbursement of actual expenditures.
2. This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

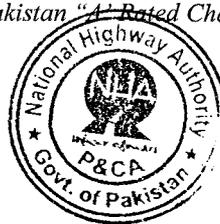
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Appendix F
Services and Facilities to be provided by the Client.
As Per TOR

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Appendix G
(INTEGRITY PACT)
Declaration of Fees, Commission and Brokerage etc.
Payable by the Suppliers of Goods, Services & Works in
Contracts Worth Rs.10.00 million or More

Contract No. _____ Dated: _____ Contract Value: _____

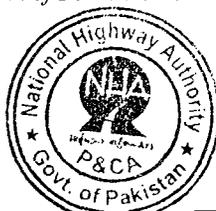
Contact Title: [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Auditor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as

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aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

IN WITNESS WHEREOF the parties hereto have set their hands on this Agreement on date and year above mentioned in the presence of witnesses.

For and behalf of the National Highway Authority (Client).		For and on Behalf the (Auditor).	
Name:		Name:	
Signature:		Signature:	
CNIC #		CNIC #	
Date		Date	

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Schedule A to Contract

Term of Payment

1. Audit Fees

The fee is payable to the Auditor in the manner, at the time and upon submission of each deliverable as mentioned below

Sr. No	Milestone	Draft Report	Signed Report	Amount		
				Professional Fee	GST	Out of Pocket Expenses
1.	Annual Audit Report of NHA Entity Accounts	50%	50%	As Quoted in the financial proposal		
2.	Half Yearly Review Report of NHA Entity Accounts	50%	50%			
3.	Annual Audit Report Road Maintenance Accounts (RMA)	50%	50%			
4.	Half Yearly Review Report on Road Maintenance Accounts (RMA)	50%	50%			
5.	Audit of Built Operate transfer (BOT) Projects	50%	50%			
6.	Audit of Asian Development (ADB) Funded Projects	50%	50%			
7.	Certification on Loans Statements (agreed upon Procedures) Fee per loan statement.	50%	50%			
8.	Project wise Land Reports (agreed upon Procedures)	50%	50%			

2. Out of Pocket Expenses

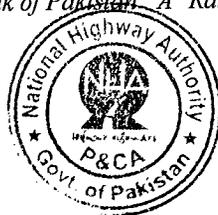
The out-of-pocket expenses maximum 20% of the gross fee to be reimbursed on each deliverable basis for boarding, lodging, daily allowances to audit team and depreciation charged on laptops used by the team as out of pocket expenses. The office equipment like laptops & Desktops etc. must be arranged by the Auditors for its team however the Telephone, internet, printing, stationary & photocopies facility will be provided by the Client. A suitable place for sitting of team at head office & regional offices will be provided by the NHA. Logistic support will be provided for audit teams at head office and during their visit at regional offices by the General Managers concerned.

3. Invoices

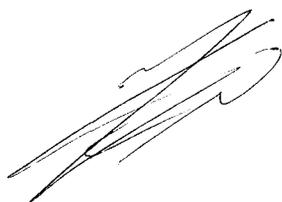
Invoices for professional fees including out of pocket expenses shall be submitted on submission of inception, draft and final signed reports. The Invoices will be paid in due course of time after submission as prescribed in NHA rules.

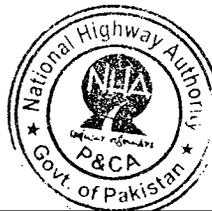
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ANNEXURES

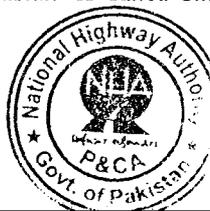

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Islamabad



ANNEX – A “ORGANIZATION INFORMATION”

S #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization (Copy of initial registration to be provided)	
3	National Tax Number	
4	Core business areas of the organization	
5	What is the legal status of your organization? (Attach Copy/Copies of Registration Certificate/s)	
6	Name and designation of ‘Head of Organization’	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of ‘Contact Person’:	
	Phone/s:	
	Mobile:	
	Email:	
	Fax:	

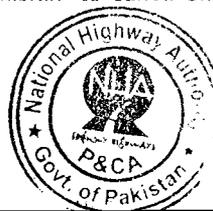
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 National Highway Authority
 Islamabad



ANNEX – B “ELIGIBILITY RESPONSE CHECKLIST”

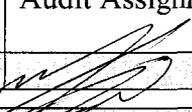
Sr. No.	Necessary Eligibility Information	Check box	Response/Elaboration
1	A firm must be registered with ICAP and have satisfactory QCR rating.		Copies Attached
			Copies Not Attached
2	Attach profiles of professional team dealing in The Audit		Copies Attached
			Copies Not Attached
3	Mention National Tax Number (NTN) or Free Tax Number (FTN) in the name of Organization and provide a copy of registration		National Tax Number (NTN)
			Free Tax Number (FTN)
4	Reputable standing mentioning total years of experience of handling of The Audit preferably of Government, Public Sector & State-Owned Entities.		Copies Attached
			Copies Not Attached
5	Attached firm profile representing its registered offices in Islamabad with its branch offices in other provinces of Pakistan. List Issued by ICAP regarding geographical presence of firms.		Copies Attached
			Copies Not Attached
6	A certificate/affidavit indicating that the firm is not blacklisted by any Government Autonomous Body.		Copies Attached
			Copies Not Attached
			Copies Not Attached
7	Must have copy of latest Partnership deed/ Incorporation or registration certificates etc.		Copies Attached
			Copies Not Attached
8	Must attach list of State Bank of Pakistan Panel “A” rating of Auditors.		Copies Attached
			Copies Not Attached
9	Attach firm proof of international Affiliation.		Copies Attached
			Copies Not Attached
10	Attach proof of the name of firm included in the list of Audit Oversight Board panel of Auditors.		Copies Attached
			Copies Not Attached
11	Last Three (03) years audited financial statements		Copies Attached
			Copies Not Attached
12	Income Tax Returns for Last Three (03) years		Copies Attached
			Copies Not Attached
13	Bid Security of Rs.500,000/- in favor of National Highway Authority, Islamabad.		Attached
			Not Attached

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National Highway Authority
Islamabad



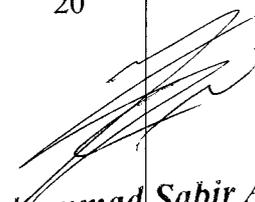
ANNEX – C “TECHNICAL EVALUATION CRITERIA”

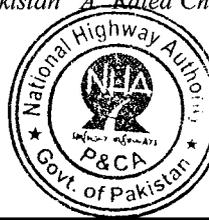
Qualification				
Sr. No.	Description	Category Points	Grand Total Points	Documents Required
1	Registration & Experience of Firm			
1.1	Firm experience: More than 10 less 15 years- 05 marks More than 15 less 20 years- 10 marks 20 years or more – 15 marks	15		Attach proof of initial registration of the firm.
1.2	Established offices in Pakistan. Three marks for office in each provincial capital (Lahore, Karachi, Peshawar, Quetta) and Islamabad.	05		Attach ICAP list of Partnership Firms of Chartered Accountants.
Sub Total			20	
Experience				
Sr. No.	Description	Category Points	Grand Total Points	Documents Required
2	State Owned Entities, Government organization & Public sector			
2.1	Government and Public Sector entities. Auditors must have demonstrated experience in conducting financial and compliance audits for government organizations and public sector entities in accordance with International Auditing Standards from Financial year 2016 to 2025. At least 02 audit assignments in each financial year. One (01) mark for each assignment (Half mark for Engagement letter and half mark for Client satisfaction certificate)	20		Client satisfaction certificate along with engagement letter. Fill out the details in Form (A-3) for each Audit Assignment.
2.2	State-Owned Entities (SOE's) Auditors have experience in conducting financial audits of State-Owned Entities after the application of SOE Act -2023. 05 Marks for each successfully completed assignment of State-owned entity (Two (02) marks for Engagement letter and Three (03) marks for Client satisfaction certificate).	10		Client satisfaction certificate along with engagement letter. Fill out the details in Form (A-3) for each Audit Assignment.
Sub Total			30	
Staffing & Work Plan				


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 National Highway Authority
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Sr. No.	Description	Category Points	Grand Total Points	Documents Required																								
3	Staffing & Work Plan																											
3.1	<p>Qualifications and Competence of Staff (To evaluate the strength of the bidder):</p> <p>1- Firm Partners</p> <ul style="list-style-type: none"> Up to 10 partners (5-Marks.) For partners greater than 10, one mark for each partner (maximum of 10 marks.) <p>2- Engagement team: Minimum following team is required to complete the audit assignments</p> <table border="1"> <thead> <tr> <th>Designation</th> <th>No</th> <th>Experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Engagement Partner</td> <td>1</td> <td>10-Years</td> <td>1</td> </tr> <tr> <td>Director Audit</td> <td>1</td> <td>CA Qualified -5 Years</td> <td>1</td> </tr> <tr> <td>Audit Manager</td> <td>1</td> <td>CA Finalist -5 Years</td> <td>1</td> </tr> <tr> <td>Assist Audit Managers</td> <td>4</td> <td>CAF Qualified - 4 Years</td> <td>2</td> </tr> <tr> <td>Audit Associates</td> <td>20</td> <td>CAF qualified - 2 Years</td> <td>5</td> </tr> </tbody> </table> <p>Post qualification experience is required for all above required professional staff.</p>	Designation	No	Experience	Marks	Engagement Partner	1	10-Years	1	Director Audit	1	CA Qualified -5 Years	1	Audit Manager	1	CA Finalist -5 Years	1	Assist Audit Managers	4	CAF Qualified - 4 Years	2	Audit Associates	20	CAF qualified - 2 Years	5	15		<p>(1) Latest partnership deed of the firm is required.</p> <p>(2) Must provide resume along with the requisite qualification, experience, and association with the organization as per proforma attached at Form – (A-2).</p>
Designation	No	Experience	Marks																									
Engagement Partner	1	10-Years	1																									
Director Audit	1	CA Qualified -5 Years	1																									
Audit Manager	1	CA Finalist -5 Years	1																									
Assist Audit Managers	4	CAF Qualified - 4 Years	2																									
Audit Associates	20	CAF qualified - 2 Years	5																									
3.2	Provide a comprehensive work plan detailing the approach for executing the assignment, ensuring alignment with the timelines specified in the Scope and Deliverables section. The plan should outline steps for each deliverable separately and adhere to all instructions set forth in the bidding document.	05		Detail work plan in line with the Deliverables.																								
Sub Total			30																									
4. Financial Capability																												
Sr. No.	Description	Category Points	Grand Total Points	Documents Required																								
4.1 (a)	<p>Financial Soundness (20 marks) bifurcation of which is as given below: The firm with average gross revenue reflected in the audited financial statement in line with table A, will be awarded as follows,</p> <ul style="list-style-type: none"> Up to Rs. 250 million – 5 marks > 250 million & < 500 million – 10 marks 	20		As per Audited Accounts, 2023, 2024 and 2025 in line with the directions of table A.																								


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 National Highway Authority
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	<ul style="list-style-type: none"> • > 500 million & < 750– 15 marks. • > 750 million 20-Marks 			
Sub Total			20	
Grand Total			100	

Table “A”

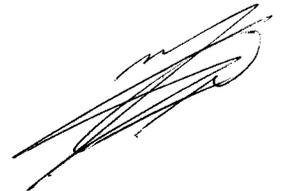
Sr. No.	Type of Organization	Minimum requirement of Auditors	Basis of preparation of Audit Reports	Basis of preparation of Financial Statements
1.	Corporate entities (Duly registered with Securities and Exchange Commission of Pakistan)	Licensed Chartered Accountant Firms (Minimum Partnership Firm with international affiliation) enlisted and appeared on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. Companies Ordinance 1984 or Companies Act 2017 (whichever is applicable). ii. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
2.	Partnership Firm/ AOPs/Joint Ventures	Licensed Chartered Accountant Firms (Minimum Partnership Firm) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.


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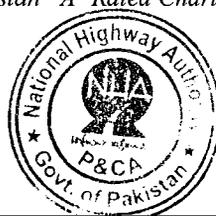


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3.	Individuals/Sole Proprietorship	<p>Licensed Cost & Management Accountant Firms enlisted and appearing on the list of firms in ICMAP directory as at the finalization of procurement for organizations of net worth up to 10 million only.</p> <p>In all other cases Licensed Chartered Accountant Firms enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.</p>	International auditing standards as applicable in Pakistan.	Consistent and acceptable accounting policies.
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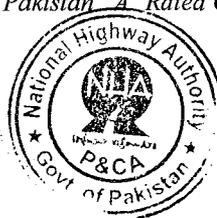
ANNEX – D “DOCUMENT CHECKLIST BEFORE SUBMISSION”

Sr. No	Required Documents	Checkbo x
1	Attach Copy of <ul style="list-style-type: none"> • initial & Latest Partnership deed • copy of proof of initial registration of firm with ICAP. • Proof of international affiliation • Copies of certificates and engagement letters for overall experience in Audit of Public Sector entities and entities under SOE Acts. 	<input type="checkbox"/>
2	Attach profiles of Firms Partners and Audit Engagement team for NHA as required in technical qualification criteria.	<input type="checkbox"/>
3	National Tax Number (NTN) or Free Tax Number (FTN) in the name of Organization and provide a copy of registration	<input type="checkbox"/>
4	<ul style="list-style-type: none"> • Attach latest profile of the firm. • ICAP list for geographical presence of CA firms in Pakistan to check their registered offices in Islamabad, Karachi, Lahore, Peshawar & Quetta. 	<input type="checkbox"/>
5	Attach listing of firms <ul style="list-style-type: none"> • State Bank of Pakistan “A” rated Audit firms • Institute of Chartered Accountants of Pakistan QCR rate firms, • member firms of Audit oversight board (AOB). 	<input type="checkbox"/>
6	Attach Copies of Audited Accounts 2023,2024 & 2025 and Copies of firm Income Tax returns - 2023,2024 & 2025.	<input type="checkbox"/>
7	Bid Security of Rs. 150,000/- in favor of National Highway Authority.	<input type="checkbox"/>

Undertaking: Information provided above is correct and I am willing to offer my services for the assignment mentioned above.

Name of person with signatures _____


Muhammad Sabir Ali
 Deputy Director (Finance)
 National Highway Authority
 Islamabad



Say No to Corruption

ANNEX – E “DECLARATION”

Kindly provide the declaration as per format provided below at the end of proposal.

I, _____ hereby declare that:

All the information provided in the technical proposal is correct in all manners and respects.
and I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf
of the Organization.

Name	
Designation	
Signature	
Date and Place	



Muhammad Sabir Ali
Deputy Director (Finance)
National Highway Authority
Islamabad

