



REQUEST FOR PROPOSAL

Third Party Validation

for

Phase-XV & XVI

Training Program under Private Sector Training Wing

November, 2024

[Total pages:57]

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Universities & Boards Department
Government of Sindh**

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Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010 (Amended 2019), Government of Sindh.

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Human Resource Research & Development Board
(Strengthening the Nation Through Human Resource Development)

REQUEST FOR PROPOSAL

**Third Party Validation of the Trainings for Phase-XV and XVI under
Private Sector Training Wing BBSHRR&DB**

Benazir Bhutto Shaheed Human Resource Research and Development Board [BBSHRR&DB] has been established to undertake research for development of human resource, and to provide the range of short & long term courses/skill training. The target population is unemployed literate and semi-literate (male & female) youth in province of Sindh.

BBSHRR&DB intends to engage reputable consultancy firm registered and operating under regulations of Government of Pakistan, having sound and quotable experience in third party validation exercise in the field of skill development to validate the training delivered by public and private sector institutes in Phase XV and XVI as Third Party under Quality and Cost Based Selection Method of the SPP Rule-72(3), 2010 (Amended 2019).

The interested firms can obtain proposal document upon payment of document fees of PKR. 1,000/- (non-refundable) through pay order or bank draft in favour of Secretary BBSHRR&DB from the procurement section during the office hours from the date of publication of this notice in newspapers till **4th November, 2024**. Alternatively, the documents can be downloaded from the website: www.BBSHRR&DB.pk or <http://e.pprasindh.gov.pk>. The firms downloading the documents from the website must submit proposal document fee as mentioned above at the time of submission of the proposals. Proposals completed in all respects along with **2%** of bid security in shape of pay order in favour of Secretary-BBSHRR&DB (original must be kept with financial proposal envelop and 01 photocopy amount concealed with technical proposal envelop) must reach by or before 11:00 a.m on **5th November, 2024** at the address given below. The proposals will be entertained through E-Procurement i.e. PPMS/EPAD System and opened on the same day at 11:30 a.m. by the Consultant Selection Committee-BBSHRR&DB in presence of consultants or their representatives.

(In case of holiday or circumstances beyond control, the same schedule will be observed on the next working day at the same place and time)

Conditional and /or Incomplete Proposals will not be accepted.

Proposal shall remain valid till 90 days of submission. BBSHRR&DB will not be responsible for any cost or expense incurred in bidding process and reserves the rights to accept/reject any proposal or cancel the procurement process at any time subject to relevant provisions of Sindh Public Procurement Rules, 2010 (amended 2019) and the decision in the matter shall be final and binding for all.

(UZMA ISMAIL)
Director-Training

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Human Resource Research & Development Board
(Strengthening the Nation Through Human Resource Development)

Section 1. Letter of Invitation

Dear Sir/Madam,

Benazir Bhutto Shaheed Human Resource Research and Development Board [BBSHRR&DB] has been established to undertake research for development of human resource, and to provide the range of short & long term courses/skill training, through Youth Development Program [BBSHRR&DB]. The target population is unemployed literate and semi-literate (male & female) youth in province of Sindh.

BBSHRR&DB intends to engage reputable consultant firm registered and operating under regulations of Government of Pakistan, having sound and quotable experience in Third Party Validation exercises in the field of skill development to validate, the training delivered by public and private sector institutes in Phase XV and XVI as Third Party under Rule 72 (3) Quality and Cost Based Selection Method, of the Sindh Public Procurement Rules, 2010 (Amended 2019).

The interested firms can obtain proposal document upon payment of document fees of PKR. 1,000/- (non-refundable) through pay order or bank draft in favour of Secretary BBSHRR&DB from the procurement section during the office hours from the date of publication of this notice in newspapers till **04-11-2024**. Alternatively, the documents can be downloaded from the website: www.BBSHRR&DB.pk or <http://e.pprasindh.gov.pk>. The firms downloading the documents from the website must submit proposal document fee as mentioned above at the time of submission of the proposals. Proposals completed in all respects along with **2%** of bid security in shape of pay order in favour of Secretary-BBSHRR&DB (original must be kept with financial proposal envelop and 01 photocopy amount concealed with technical proposal envelop) must reach by or before 11:00 a.m on **05-11-2024** at the address given below. The proposals will be entertained through E-Procurement i.e. PPMS/EPAD System and opened on the same day at 11:30 a.m. by the Consultant Selection Committee-BBSHRR&DB in presence of consultants or their representatives.

The eligible consulting firms may submit their proposal document under Rule 72 (3) Quality and Cost Based Selection Method, of the Sindh Public Procurement Rules, 2010 (Amended 2019) in a sealed cover comprises of single package containing two separate envelopes; each envelope shall contain separately the financial proposal and the technical proposal.

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion at office of the BBSHRR&DB, Karachi on or before the due/ prescribed date and time.

Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened on the same day at 11:30 a.m. in the presence of bidders or their authorized representatives who may wish to remain present at the time of opening of the tender and envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.

Procuring Agency shall evaluate the technical proposals in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;

No amendments in the technical proposal shall be permitted during the technical evaluation.

Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.



Government of Sindh
Universities & Boards Department
Benazir Bhutto Shaheed



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Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders and bid found to be the lowest evaluated or best evaluated bid shall be accepted.

This RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

Firms wishing to submit proposals must submit duly completed technical and financial proposal in a manner stipulated in Section 2 - Instructions to Consultants, 16.1 to 16.4 of sub-section 16 on or before 11:00 am on **04-11-2024**. It is a must to adhere to the Instructions and Requirements as outlined throughout the Request for Proposal document. Incomplete or late received proposals shall stand rejected.

BBSHRR&DB reserves the right to select or reject any or all proposals on the basis of prescribed criteria, subject to the relevant provisions of Sindh Public Procurement Rules 2010 (Amended 2019) and the decision in the matter shall be final and binding for all.

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Section 2. Instructions to Consultants

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

1. Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services (BBSHRR&DB).
- (b) “Calendar Days” means days including all holidays;
- (c) “Conflict of Interest” means -
 - (i) where a consultant provides, or could provide, or could be perceived as providing biased professional advice to BBSHRR&DB to obtain an undue benefit for himself or those affiliated with him;
 - (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
 - (iii) any engagement in consulting or other procurement activities of a consultant or service provider that conflicts with his role or relationship with the BBSHRR&DB under the contract;
 - (iv) where an official of BBSHRR&DB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;
- (d) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational

organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

- (e) “Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;
- (f) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (g) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (h) “Day” means calendar day including holiday.
- (i) “Government” means the Government of Sindh.
- (j) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (l) “Proposal” means the Technical Proposal and the Financial Proposal.
- (m) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (n) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.

- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

1. The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
2. The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
3. Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.
4. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
5. Procuring Agency may provide facilities and inputs as specified in Data Sheet.

TIMETABLE:

ACTIVITY	DATE
Issuance of RFP	From publication of NIT.
Clarifications / Comments Request Deadline	28th October, 2024 (5:00 pm PST)
Response to Questions Document Issuance	30th October, 2024 (5:00 pm PST)
Bid Issuance Deadline	4th November, 2024.. (5:00 pm PST)
Bids Submission Deadline	5th November, 2024. (11:00 am PST)
Technical Bids Opening	5th November, 2024. (11:30 am PST)

3. Conflict of Interest

1. Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
 - (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3. Government officials and civil servants may be hired as consultants only if:
 - (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 (Amended 2019) which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of Sindh Public Procurement Rules 2010 (Amended 2019), “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”

5. Integrity Pact

Pursuant to Rule 89 of Sindh Public Procurement Rules 2010 (Amended 2019) Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements. (Annex-A)

6. Eligible Consultants

1. If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of Sindh Public Procurement Rules 2010 (Amended 2019) for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
2. Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal/Bid Validity

- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals / Bids

The Proposal must be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal (Do not open, except in presence of the CSC on due date)

Cover 2: Financial Proposal (Do not open with the Technical Proposal)

- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12.Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

Technical Proposal Format and Content

- 13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
 - iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years

- working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) years.
- v. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
 - vi. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
 - vii. Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

- 15.1. The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt and Opening of Proposals

- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal/ Bid Evaluation

- 17.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 17.2. The Consultant Selection Committee shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any technical Proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.
- 17.3. Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 70 points out of 100, shall be considered for opening of Financial Proposal.

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

18. Evaluation of Technical Proposals

- 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Evaluation of proposals shall be on **Quality and Cost Based Selection method** and the proposals received shall be ranked according to their combined technical and financial score as detailed below. Evaluation of Bids shall be under Single Stage – Two Envelope Procedure specified as per SPPRA Rule 42.

- 18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

- 19.1. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and

unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

- 19.2. 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. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3. In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

- 20.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

- 21.1. Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

- 22.1 If applicable (under Sindh Public Procurement Rules), it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional staff/experts

- 23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Acceptance/ Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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

DATA SHEET

The following specific data shall supplement the provisions in the Document.

1	Name of Assignment	Third Party Validation of Phase XV and XVI training Program under Private Sector Training Wing-BBSHRR&DB
2	Address and Contact Person of Procuring Agency	Deputy Director (Procurement) Address: 5 th Floor State Life Building # 3, Dr. Ziauddin Ahmed Road, Karachi Telephone: 99201005-7 Facsimile: 99201004
3	Address for Submission of Bids	5 th Floor State Life Building # 3, Dr. Ziauddin Ahmed Road, Karachi
4	Bid Issuance Deadline	05:00 P.M. Pakistan time on 4th November, 2024..
5	Bid Submission Deadline	11:00 A.M. Pakistan time on 5th November, 2024.
6	Bid Opening	11:30 A.M. Pakistan time on 5th November 2024
7	Language of Bid and correspondence	English
8	Bid Validity Period	90 days from the Submission Deadline or opening date..
9	Evaluation Criteria	Minimum 70 points for technical Proposal qualification.
10	Scoring System	Refer section
11	Bidding Procedure (SPP Rule-46(2))	Single Stage - Two Envelop Procedure
12	Envelops / Covers	Cover 1: Technical Proposal Cover 2: Financial Proposal
13	Method of Selection (SPP Rule-72(3))	Quality and Cost Based Selection Method
14	Bid Security	Pay-order of 2% of total Bid amount.
15	Performance Security	Pay-order of 5% total contract amount
16	Contract Stamping	Duly stamped @ 0.35% of contract amount by successful bidder at its own cost OR as per applicable rates.
17	Tax Liability	Bidders shall assess & include all applicable taxes while quoting the Bid Price in the Financial Proposal.
18	Clarification Request	In case of query, clarifications may be requested as per law and SPP Rules before opening of bids .

SECTION 2. EVALUATION CRITERIA AND SCORING SYSTEM

MANDATORY CRITERIA (Knockout Stage)

The firm fulfilling following criteria, will be considered as eligible bidder for further evaluation of technical proposal. Documentary evidence are to be attached, failing which the bidder will be considered as ineligible.

- i. Must have National Tax Number. (Copy of Certificate)
- ii. Must have a minimum of PKR 3.0 Million of annual turnover in last three years. (must provide audited accounts of last three years).
- iii. Income tax return filed with FBR. and income tax return for the last 02 years. (Financial Statement (summary)
- iv. Must be registered with Sindh Revenue Board (Copy of Certificate)
- v. Must not be blacklisted by any government or bi-lateral/multi-lateral financial institution. (to be given on stamp paper of Rs. 100/-)

2A– EVALUATION CRITERIA:

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 100, out of which 80% weightage shall be for the technical and remaining 20% weight age shall be for the financial.

1. Evaluation of Technical Proposals:

1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of Key Professional Staff. Only those Consultants' whose Technical Proposals score 70 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those Consultants who secure less than 70 marks shall be returned un-opened to the firm/Consortium.

1.2 The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight-age shall be allocated to the financial evaluation.

1.3 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.

1.4 The final technical score (TSw) shall be calculated in the following manner: $TSw = RTS \times 0.80$.

2. Financial Bid opening:

2.1 The opening of the public financial bid shall take place at the time, date and location of the bid, which shall be communicated to all technically qualified bidders.

2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

2.3 First, the financial proposals shall be checked for arithmetic errors. Financial scores shall be computed

on the basis of following formula: $FS = 100 \times (RFS \text{ min}/RFS)$. Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weightage (20%) and final weighted score will be arrived at $FSw = FS \times 0.20$, FSw is weighted financial score.

3. Combined Score

3.1 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely: $CS = TSw + FSw$.

3.2 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

3.3 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

2B– Scoring System

13.1 (i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference: Total 40 points

The minimum technical score required to qualify for this criteria (i): **32 points**

Parameters	Points
Firm's Relevant Experience: Total 15 points	
The minimum technical score required to pass this sub criteria is: 12 points	
Six (06) years' experience of working as a firm in Third Party Validation, Field data collection and analysis and have qualified personnel to undertake and supervise the survey based researches, data collection and analysis activities. <i>(The assignment presented as experience should be comparable in size and scope of the</i>	06points (01 point is for each year) Experience of TPV, data collection and analysis 0.5 points Qualified personnel to undertake and supervise the researches, data collection and analysis activities 0.5 points Less than 01 years' experience- zero points
Detail of completed (03) TPV contracts assignments of comparable size, complexity and technical specialty. <i>(work related references are to be provided).</i>	9 points (03 points for each contract) Quality of Work (accurate, consistent, thorough, high standards, follows procedures, budget)- 01 point Dependability (consistent, punctuality, timeliness, reliability, follows regulations completely). - 01 points Internal/External Relationships (effective management, responsive to contract requirements, prompt notification of bottlenecks, flexible, reasonable/cooperative, proactive)- 01 point Less than 01 contracts- zero points
Technical Approach, Methodology & Work plan Total 25 points	
The minimum technical score required to pass this sub criteria is: 20 points	
Understanding of the objectives of assignment	Proposal must detail performance-based understanding, what the consultant is aiming for, focus on ToRs and what is required to be assessed under this particular assignment, utilization of available resources, evidence of sufficient planning, and clarifies the use of approach- 05 points Zero points when the proposal represent lack of understanding of the assignment

Section 2. Instructions to Consultants and Datasheet (Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals (STP))

Parameters	Points
Well defined and structured approach to get the desired outcomes of BBSHRR&DB	<p>Well define approach detailing how the objective or the assignment and organization are responded, observation of data and time studies, prioritization of supervisory priorities, explanation of the timeline, use of data to measures success of program- 05 points</p> <p>Approach has been written but the consultant has not proposed how will it support objective of the assignment and</p>
Methodology (state detailed strategy for each task, execution of field visits with suggested team composition, presentation of deliverables, use of technology, sampling size, data collection methods, identification of the potential risks and their mitigation strategies, quality assurance)	<p>Quality of methodology as required under this section detailing structure of work, set of tasks to be completed in a logical order, quality of proposed staff, delegation of duties to proposed staff -05 points</p> <p>Innovativeness of methodology detailing Survey design, implementation management, data analysis identification of the potential risks and their mitigation-05 points</p>
<p>Detailed work plan with timeframes for all the tasks stated in ToRs and stating responsibilities of proposed staff as required in ToRs. This work plan should be linked with the staff schedule having the number of hours/ days dedicated by each assignment team members to the assignments in its different tasks and their stages</p> <p>(Work plan is to be submitted on Form Tech-8.</p>	<p>Comprehensive work plan having staff duty matrix, man-month hours, responsibilities of proposed staff linked with details of activities to be undertaken-05 points</p> <p>Work plan is submitted without details as required under this section, no rational of activates and staff is given- 0 point</p>
Total points for criterion (i):	
[40]	

Note: The documentary proof is mandatory to attach and data must be filled on prescribed format/form.

13.1 (ii) Key professional staff qualifications and competence for the assignment: Total 60 points

The minimum technical score required to pass this criteria (ii): **48 points**

(Marking under this criterion is solely dependent upon submission of complete CVs on form tech-6. Curriculum vitae (cv) for proposed professional staff of the all the positions stated below. In case of absence of CVs, the respective position will be awarded no or zero points)

Team Composition	Required Number	Weights in percentages
a) Project Manager /Team Leader	1 person 20 points	100%
<u>Qualification:</u> Educational qualification in statistics, research methodology Economics, Public Policy, Sociology/Social Work is required from a reputed university(Specialization in labor economics will be an asset)		Ph.d statistics, research methodology, Economics, Public Policy, Sociology/Social Work with specialization in :labor economics- 30% Masters or 16 years’ graduation Economics, Public Policy, Sociology/Social Work with specialization in: labor economics- 20% Any other qualification- 0%
<u>Relevant Experience</u> Experience is supervising, leading assignments of similar nature and have handled minimum three studies of similar nature.		15 years’ or more experience in supervising, leading assignment of similar nature, handled 3 studies - 60% 10 years’ or more but less than 15 years’ experience in supervising, leading assignment of similar nature, handled 3 assignments - 55% 05 years’ or more but less than 10 years’ experience in supervising, leading assignment of similar nature, handled 3 studies - 40% Any experience less than 05 years’ - 0%
Knowledge of region and language		Knowledge of dynamics of region and English, Urdu and Sindhi- 10% Knowledge of dynamics of region and English and Urdu - 5%
b) Vocational Education and Skill Development Expert		100%
Educational qualification Economics, Public Policy, Sociology/Social Work is required from a reputed university with a good knowledge of macro-economic policy is required from a reputed university		Masters in Economics, statistics, research methodology Public Policy, Sociology/Social Work with a good knowledge of macro-economic policy - 30% Graduation in statistics, research methodology Economics, Public Policy, Sociology/Social Work with a good knowledge of macro-economic policy- 20% Any other qualification- 0%

Section 2. Instructions to Consultants and Datasheet (Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals (STP))

Team Composition	Required Number	Weights in percentages
Experience and expertise in vocational education and skill development or handling statistical and econometric software is considered essential (e.g. STATA, SPSSPC, SAS or any other relevant software program)	1 person 15 points	10 years' or more experience and expertise in vocational education and skill development Good experience in capacity building of national and state level staff. Or handling statistical and econometric software - 60% 07 years' or more but less than 10 years' experience in and expertise in vocational education and skill development Good experience in capacity building of national and state level staff or handling statistical and econometric software - 50% 05 or 06 years' experience in and expertise in vocational education and skill development handling statistical and econometric software 40% Any experience less than 05 years' - 0%
Knowledge of region and language		Knowledge of dynamics of region and English, Urdu and Sindhi- 10% Knowledge of dynamics of region and English and Urdu - 5%
c) Research Analyst/ Specialist	1 person 15 points	100%
Educational qualification Economics, Public Policy, Sociology/Social Work or related policy fields		Bachelors in Economics, Public Policy, Sociology/ Social Work- 30% Any other qualification- 0%
Experience as Research Analyst/ core person in TPV related areas, experience in TPV.		05 years' or more experience as Research Specialist/ core person in TPV related areas, experience in TPV - 60% 03 years' or more but less than 10 years' experience as Research Specialist/ core person in TPV related areas, experience in TPV - 50% 01 OR 02 years' experience as Research Specialist/ core person in TPV , experience in TPV - 40% Any experience less than 05 years' - 0%
Knowledge of region and language		Knowledge of dynamics of region and English, Urdu and Sindhi- 10% Knowledge of dynamics of region and English and Urdu - 5%
d) Enumerators	5 persons 10 points(2 points each)	100%
Educational qualification in Economics, Public Policy, Sociology/Social Work		Graduate statistics, research methodology or other related field Economics, Public Policy, Sociology/ Social Work - 20% Intermediate statistics, research methodology or other related field Economics, Public Policy, Sociology/Social Work - 15% Any other qualification - 0%
Minimum One year of field work experience (data collection)		1 years' experience of field work to collect data-- 60% Less than 1 years 'experience of field work-to collect data 0%

Section 2. Instructions to Consultants and Datasheet (Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals (STP))

Team Composition	Required Number	Weights in percentages
Knowledge of region and language		Knowledge of dynamics of region and English, Urdu and Sindhi- 20% Knowledge of dynamics of region and English and Urdu - 10%
Total points for criterion (ii):		[60]

Total Weight for each position is

[100%]

Total points for the two criteria:

100

The minimum technical score St required to pass is:

80 Points

The minimum financial score Sf required to pass is:

20 Points

Successful consultant is required to submit 5% of the contract amount as performance security in form of pay order, demand draft or bank guarantee in the name of Secretary-Benazir Bhutto Shaheed Human Resource Research & Development Board, Government of Sindh.

Section 3. Technical Proposal - Standard Forms

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the services for Evaluation and Baseline Assessment of the Institutes across Sindh, applied for Phase-XVI under Private Sector Training Wing-BBSHRR&DB in accordance with your Request for Proposal/Bid dated _____ and our Bidl. We are hereby submitting our Proposal/Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form Tech-2. Consultant's Organization and Experience

[Please provide the information on atleast 03 assignments for which your firm was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out Third Party Validation of the results achieved under the skill development training initiatives in the region. It is a must to use the format below.]

Assignment name:	Approx. value of the contract (in Rs.):
Country:	Duration of assignment (months):
Location within country:	
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rs):
Start date (month/year):	No of professional staff-months provided by associated Consultants:
Completion date (month/year):	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Firm's Name: _____

Form Tech-3. Comments and Suggestions on the Terms of Reference

[Please write here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out Third Party Validation of the results achieved under the training Program Phase-XV and XVI Private Sector Training Wing. Such suggestions should be concise and justified with why they should be incorporated and how could these help in getting better outcomes from this assignment. These modifications or improvement should also be reflected in the proposed technical approach and methodology.]

Form Tech-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

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

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work/TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports on prescribed formats, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form as already prescribed in form.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff across Sindh.]

Form Tech-5. Team Composition and Task Assignments

Professional Staff

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
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Form Tech-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Father's Name [Insert full name]:
5. Date of Birth: Nationality:
6. CNIC No. [attached copy of CNIC]
7. Permanent Residential Address with contact number(s)
8. Photographs [attached passport size with blue background]
9. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
10. Membership of Professional Associations:
11. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
12. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
13. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
14. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: From [Year]: To [Year]:

Employer: Positions held:

15. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

16. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:

Year:

Location:

PA:

Main project features:

Positions held:

Activities performed:

15. Written Consent:

From the current employer to work on the assignment till its completion, incase if working with organization / Company / Employer other than the bidder.

16. Certification:

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

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative

Form Tech-7. Staffing Schedule¹

N ^o	Name of Staff	Staff Input (in the form of bar chart) ²												Total Staff Month		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Offi	Fiel

Sub-total

Total

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

Full time input



Part time input



Form Tech-8. Work Schedule

N o	Activity ¹	Months ²											
		1	2	3	4	5	6	7	8	9	10	11	12 n

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Form Fin-1. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Third Party Validation of the results achieved under the training Program Phase-XV and XVI Private Sector Training Wing, in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form Fin-2. Summary of Costs

Item	Costs
Total costs of Financial Proposals ¹	

1. Indicate the total costs excluding local taxes to be paid by the PA. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form Fin-3. Breakdown of Costs by Activity¹

Group of Activities (Phase)²: **Description³:**

Cost component **Costs**

Remuneration⁴

Reimbursable Expenses⁴

Sub total

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

Form Fin-4. Breakdown of Remuneration¹

Name ²	Position ³	Staff-Month Rate ⁴
		Office
		Field

1. Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4. Indicate separately staff-month rate for office and field work.

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 Sindh Public Procurement Act, there under Rules 2010 (Amended 2019).
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/ association, and “Members” means all these entities.
- (l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

- A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010 (Amended 2019).

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4. Modifications or Variations

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

2.5. Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. Obligations Of The Consultant

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be

specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. Consultant's Personnel

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1. Security

The consultant has to submit bid security and the performance security at the rate mentioned in SC.

6.2 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.5 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. Good Faith

7.1 Good Faith

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

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Draft Contract

This CONTRACT (hereinafter called the “Contract”) is made on _____ between, on the one hand, Benazir Bhutto Shaheed Human Resource, Research & Development Board (BBSHRR&DB), (hereinafter called the “Client”) and, on the other hand, M/s. _____ (hereinafter called the “Consultant”) having its principal office located at _____ which will be liable to the Client for all the Consultant’s obligations under this Contract.

WHEREAS, the “Benazir Bhutto Shaheed Human Resource Research & Development Board (BBSHRR&DB)” wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Proposal Document and NIT;
- (b) The General Conditions of Contract;
- (c) The Special Conditions of Contract;
- (d) The following Appendices

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Services and Facilities provided by the Client

Appendix E – Not Applicable

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

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of The BBSHRR&DB, Govt. of Sindh, Karachi (*Client*)

Deputy Director (Procurement) /
Authorized Officer
For and on behalf of
Benazir Bhutto Shaheed Human Resource,
Research & Development Board,
Universities and Boards Department,
Government of Sindh.
THE FIRST PARTY.

Owner of **M/s.**
“Service Provider / Consultant”,
THE SECOND PARTY

WITNESSES

Assistant Director / Program Officer
Benazir Bhutto Shaheed Human Resource,
Research & Development Board,
Universities and Boards Department,
Government of Sindh.
THE FIRST PARTY.

Representative
M/s.
THE SECOND PARTY

Special Conditions of Contract

Schedule of Deliverables & Payments

S.No.	Deliverable	Timeline (from signing of contract)	Payment (%)
1	Inception Report	02-Weeks	25%
2	Execution of Validity Exercise/Activity (Curriculum Attainment, Certificate Verification, Validation of Tutors, Validation of Career Counselling Sessions / Seminars)	02-months	20%
3	Execution of Validity Exercise/Activity (Employment Verification)	04-months	25%
4	Final Validity Report (Short duration trainings)	05-months	20%
5	Final Validity Report (Long duration trainings)	01-month (after completion of training)	10%
<p><u>Note:</u></p> <p>1. The submitted deliverables/reports will be considered as draft reports and payment will be released subject to satisfactory remarks/recommendations of authorized/nominated officer(s)-BBSHRR&DB.</p> <p>2. The contract timeline/period is extendable with mutual understanding of both parties, subject to availability of funds and approval of competent authority-BBSHRR&DB.</p>			

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Procuring Agency : Attention

The addresses are:

Client : Benazir Bhutto Shaheed Human Resource Research & Development Board, Chief Minister's Secretariat, Govt. of Sindh, 5th Floor, State Life Building # 3, Dr. Ziauddin Ahmed Road, Karachi, Sindh (Pakistan)

Attention: Assistant Director (Procurement)

Facsimile: +92219 9201004

Email : procurementdeptBBSHRR&DB@gmail.com

Consultant: **M/s.** _____

Attention : **Mr.** _____ **(CEO)**

Address:

Ph:

Email:

The Authorized Representative is:

For the Client:

Deputy Director (Procurement)

For the Consultant:

Mr.

CEO

The Client shall (as withholding agent) deduct at source and deposit into the government treasury such collection, on behalf of the Consultant, the Sub –Consultants and the Personnel any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

This Contract shall come into effect on _____

The Consultant shall begin carrying out services from _____

This Contract shall expire on _____ as per signed contract with mutual understanding.

The Client's approval is required prior to final issue of the following

(i) Plans, (ii) Protocols/SOPs, (iii) Survey Tools (iv) Reports

All reports shall be in English language in both hard and soft form and shall be in draft form subject to the approved by nominated officer. .

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

The Client will provide the following inputs and facilities and as specified in Appendix D:

A- list of training institutes under PSTW (Phase-XV and XVI)

B- Database of registered trainees for PSTW (Phase-XV and XVI)

C- Any other data, information necessary for carrying out the assignment including relevant administrative orders/directives, rules/regulations as and when required.

All available relevant documents in physical and / electronic form, clearances for access to project sites, assistance in contacting and liaising with government officials and agencies , suitable designated counterpart, or liaison staff, and support in obtaining work permits, or any other relevant government clearances, but no routine administrative support.

Maximum amount of the contract is Rs. _____ /-(Rupees _____ only), inclusive of rates, rent and taxes. (The local currency is: PKR)

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the 1940 Arbitration Act.

The arbitrator(s) may be entered in any court having jurisdiction thereof. In any arbitration proceeding hereunder:

- (a) the *English* language shall be the official language for all purposes; and
- (b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement

“Limitation of the Consultant’s Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds one times the total value of the Contract;

(b) This limitation of liability shall not be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law in the Client’s country;

(c) Client may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other Consultant Firm or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“M/s. _____”) to the extent that no direct contractual relationship exists between client and any Consultant Firm or any Consultant Persons. Client shall make any claim or bring proceedings only against consultant on the basis that consultant are the party with whom the client has contracted.

Note. Special conditions may be amended at the time of signing of contract with mutual understanding.

IV. Appendices

APPENDIX-A - DESCRIPTION OF SERVICES

Terms of Reference for Carrying out Third Party Validation of the results achieved under the training Program Phase XV and XVI Private Sector Training Wing

1. Background

- Benazir Bhutto Shaheed Human Resource Research and Development Board [BBSHRR&DB] has been established within folds of Government of Sindh with comprehensive and long-term vision to continue addressing the twin issues of poverty and un-employment.
- The Board's main division Training Program and Curriculum, Benazir Bhutto Shaheed Youth Development Program (BBSYDP) is working since 2008-09. This program has trained approx. 404235 literate, semi-literate and literate youth (18-35 years of age) including almost 177864 females, in a number of employable trades, out of which almost 37% have received decent employment.
- This training wing is working through two streams i-e Private Sector Training Wing (PSTW) and Public Sector Training Wing (PS). For trainings under PSTW, the progress is measured in terms of achievement of milestones and fulfillment of contractual obligation by the contracted training providers. The said are validated through a Third Party Firm.
- Training under Phase-XV and XVI of the following training institutes and their registered trainees. Board intends to contract with a Firm/Company/Organization for consultancy services- Third Party Validation of BBSHRR&DB training programs to verify smooth implementation of the program as per approved guidelines, and to facilitate BBSHRR&DB in validation of minimum 40% post training employment facilitation by training providers.

Phase(s)	Period	Duration in Months	Total Number of Institut	Registered Trainees			Date of Commencement	Date of Completion
				Male	Female	Total		
IX	2017-18	48	1	0	17	17	13-Feb-17	12-Feb-21
XIII	2021-22	4	244	9010	9390	18400	01-Mar-21	30-Jun-21
XIII-Long Duration	2021-22	12-24	23	228	784	1012	01-Mar-21	28-Feb-22 28-Feb-23
XIV	2021-22	4	358	15134	18408	33542	01-Feb-22	31-May-22
XIV-Long Duration	2021-22	12-24	51	510	1808	2318	01-Feb-22	31-Jan-23 31-Jan-2024
XIV-Long Duration	2021-22	12-24	11	0	504	504	09-May-22 09-May-2022	08-May-23 08-May-2024
Total				24882	30911	55793		

- For ongoing long duration trainings TPV firm has to arrange for the periodicals visits of training institutes to validate all the aspects as mentioned in para # 3 of this RFP document.
- Indicative duration of this Consultancy is five months extendable or till completion of assignment, subject to the availability of funds, satisfactory performance and approval of competent authority.

2. SCOPE OF WORK

- The scope and extent of the Third Party Validation (TPV) is to identify strengths and gaps in implementation and monitoring of the training program in PSTW- Phase-XV and XVI.
- Consultant will review that the contracted training institutes have worked in accordance with the scope and description of services agreed with the PA , and within the anticipated time period
- Above and beyond, scope of work covers inception meeting to review the available documents and relevant background information and discuss the process of validation and finalization of work plan, also to finalize and agree on the roles and responsibilities of focal points from both the parties.
- The final work plan and schedule of deliverables are to be submitted by the consultant within ten days after signing of contract. **The scope of work proposed in the submission may therefore be revised after the meeting upon mutual agreement.**
- This exercise shall involve the (i) deployment of suitable technical staff for validation & post training employment verification (ii) understanding of overall design & objectives (iii) ascertain the level of curriculum attainment (iv) validation of external certificate authenticity (v) verification of post training employment facilitation according to the specifications given in BBSHRR&DB/BBSYDP Program Guidelines (vi) recommending specific remedial measures to achieve the required standards (vii) submission of periodic deliverable progress reports.

3. SPECIFIC TASKS AND DELIVERABLES

- Firm is required to develop a methodology with a predetermined time frame for completion of each component to be validated; as all the three components require varied time to be completed; for independent validation of training delivery to the utmost level of required specification. While devising the methodology, methods for data collection and analysis are to be selected and detailed.
- The consultant shall deploy a suitable technical team for third part validation exercise; the team.
- For validation of the curriculum completion, certification and status of employment, the Consultant shall determine the sample of the total graduated trainees of the batch/phase to make a telephonic call, this sample shall not be less than 40% of the total population, the sampling strategy and method shall also be detailed in the inception report.
- Consultant shall submit periodic reports on the assignment and get the feedback on each, before submitting Final Draft Report that shall integrate the feedback of the PA, entire evaluation i.e. ascertainment of the level of curriculum attained, validation of external certificate authenticity, verification of post training employment facilitation according to the specifications given in BBSYDP Program Guidelines, Identification of key learning and action points and recommending corrective measures; highlighting key achievements. Complete database in access/excel for all TPV components and an executive presentation will also be included.
- The firm shall submit progressive periodic deliverable reports for review to the client during the course of their assignment as per Appendix-B.
- TPV firm will present validation findings and an analysis of the external and internal contexts that could impact achievement of the planned results and will identify practical lessons and recommendations to facilitate BBSHRR&DB to improve existing practices in the training delivery.

Appendix B – Reporting Requirements

The firm shall submit following progressive periodic deliverable reports for review to the client during the course of their assignment (06 copies):-

Sr #	Actions
1	Inception Report containing (implementation plan) timeline, methodology, staffing, and field mobilization plan & its tools (Testing tools i.e. field + software etc as applicable) to undertake activities as per Contract.
2	Validation Report on Curriculum
3	Validation of Training Delivery
4	Validation of Tutors
5	Validation of External Certificate Authenticity
6	Validation of atleast 40% Employment Verification
7	Validation of Career Counseling Sessions / Seminars
8	Submission of Final Report integrating the entire evaluation including database in access/excel and executive presentation with overall findings and recommendations regarding effectiveness of training programs along-with its strengths and weaknesses (trade wise) .

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number: _____

Dated: _____

Contract Value: xxx,xxx/- (Rupees _____ Only)

Contract Title: Hiring Services for Conducting Third Party Validation for Phase – XV and XVI

M/s. _____ 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. _____ 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, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s. _____ 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Mr.
Chief Executive Officer

M/s.
OF THE SECOND PART