



**Bureau of Statistics**  
**Planning & Development Department**  
**Government of Sindh**

**REQUEST FOR PROPOSAL**

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*For Consultancy & Implementation*  
*Of*  
*Preparation of Sindh Regional Accounts*  
*Under the ADP Sr. No. **1727/ 2016-17***  
*“Preparation of Sindh GDP”*

**Bureau of Statistics Complex, ST-13, Block 8, Kehkashan, Clifton, Karachi.**

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## **DISCLAIMER**

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The Request for Proposal (RFP) is issued by Bureau of Statistics (S-BOS), Planning & Development Department, Government of Sindh.

The RFP is neither a prospectus nor an offer or contract for entering into any obligation. Rather, it entails the system specifications & requirements for Consultancy Services regarding preparation of Regional Accounts for Sindh.

S-BOS reserves the right to accept or reject any RFP response, and modify or cancel this RFP at any time as per provision of SPP Rules 2010 (Amended 2013). Vendors will not be reimbursed for any costs they incur in preparing their RFP responses.

Recipients of this RFP are advised to carry out their own investigation into the proposed project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed project and to seek their own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project.

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## 1. BACKGROUND ABOUT SINDH BUREAU OF STATISTICS

Sindh Bureau of Statistics (S-BOS) was setup in 1970 as an attached department of the Planning & Development Department, Government of Sindh, with the objective of collection, compilation, tabulation and dissemination of statistical data on various socio-economic sectors of Sindh province for the use of planners, policy makers and researchers. Bureau of Statistics has established 41 field offices in Districts and Sub Division and a future vision of Field Office in each Taluka headquarter.

Since its setup, Bureau of Statistics has been making efforts to develop sound statistical database and ensure regular supply of information to the users and have assisted number of academic and research institutions, both national and international, in conducting Censuses and Surveys and Case studies. The Bureau's Field Offices, located throughout the Province, prepare Statistical Brochures for their jurisdictions and help assist their counterparts in collection, supply and analyses of data.

### 1.1 EXISTING ORGANIZATION IN S-BOS:

#### 1.1.1 SECTIONS - HEAD OFFICE

- Agriculture
- Social Statistics
- Industrial Statistics (MIPE/CMI)
- Publication & Co-ordination
- Field Operation & HRS
- MICS Secretariat / Section
- Data Processing
- Administration
- Sample Surveys and Studies

#### 1.1.2 NUMBER OF STAFF

| S.NO | Name of Office      | Status      | Staff Strength   |
|------|---------------------|-------------|------------------|
|      |                     |             | No. of Employees |
| 1    | Karachi             | Head Office | 179              |
| 2    | Hyderabad           | Division    | 25               |
| 3    | Thatta              | District    | 16               |
| 6    | Badin               | District    | 11               |
| 8    | Dadu                | District    | 13               |
| 10   | Jamshoro            | District    | 11               |
| 12   | Matiari @ Hala      | District    | 06               |
| 13   | Tando Muhammad Khan | District    | 06               |

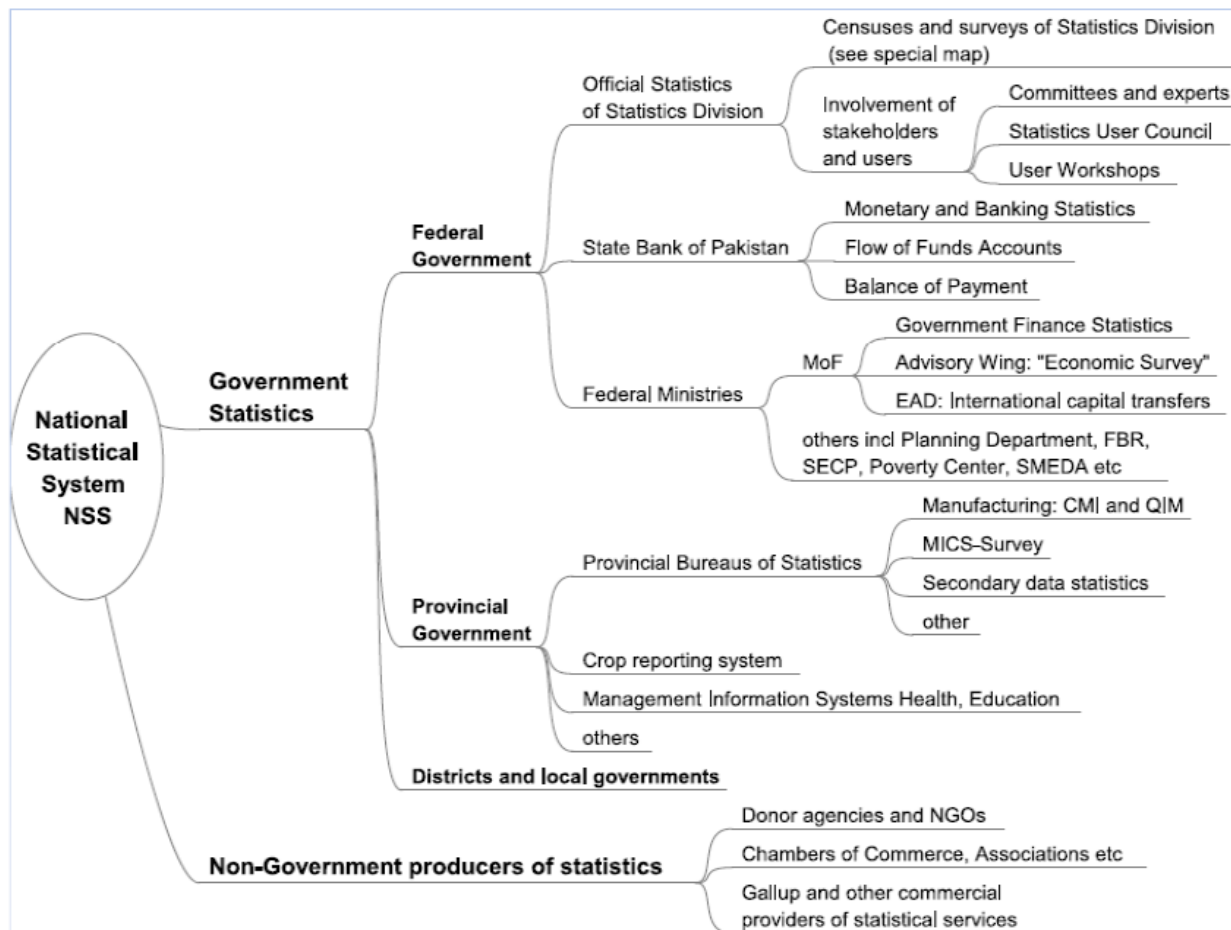
|           |                                |                 |            |
|-----------|--------------------------------|-----------------|------------|
| 14        | TandoAllahyar                  | District        | 06         |
| 15        | ShaheedBenazirabad @ Nawabshah | District        | 14         |
| <b>17</b> | <b>Sukkur</b>                  | <b>Division</b> | <b>32</b>  |
| 19        | Khairpur                       | District        | 22         |
| 22        | NaushehroFeroze                | District        | 14         |
| 24        | Ghotki                         | District        | 14         |
| <b>26</b> | <b>MirpurKhas</b>              | <b>Division</b> | <b>16</b>  |
| 28        | Thar @ Mithi                   | District        | 06         |
| 29        | Umarkot                        | District        | 06         |
| 30        | Sanghar                        | District        | 16         |
| <b>33</b> | <b>Larkana</b>                 | <b>Division</b> | <b>32</b>  |
| 35        | KambarShahdadkot @ Kambar      | District        | 19         |
| 38        | Jacobabad                      | District        | 10         |
| 40        | Kashmore @ Kandhkot            | District        | 06         |
| 41        | Shikarpur                      | District        | 13         |
|           | <b>Total Staff</b>             |                 | <b>493</b> |

### 1.1.3 LIST OF OFFICES

| S.NO      | Name of Office                 | Status             |
|-----------|--------------------------------|--------------------|
| 1         | <b>Karachi</b>                 | <b>Head Office</b> |
| 2         | <b>Hyderabad</b>               | <b>Division</b>    |
| 3         | Thatta                         | District           |
| 4         | Sujawal                        | Subdivision        |
| 5         | MirpurSakro                    | Subdivision        |
| 6         | Badin                          | District           |
| 7         | Matli                          | Subdivision        |
| 8         | Dadu                           | District           |
| 9         | Mehar                          | Subdivision        |
| 10        | Jamshoro                       | District           |
| 11        | Sehwan                         | Subdivision        |
| 12        | Matiari @ Hala                 | District           |
| 13        | Tando Muhammad Khan            | District           |
| 14        | TandoAllahyar                  | District           |
| 15        | ShaheedBenazirabad @ Nawabshah | District           |
| 16        | Sakrand                        | Subdivision        |
| <b>17</b> | <b>Sukkur</b>                  | <b>Division</b>    |
| 18        | Rohri                          | Subdivision        |
| 19        | Khairpur                       | District           |
| 20        | Kotdiji                        | Subdivision        |
| 21        | ThariMirwah                    | Subdivision        |
| 22        | NaushehroFeroze                | District           |
| 23        | Moro                           | Subdivision        |
| 24        | Ghotki                         | District           |
| 25        | MirpurMathelo                  | Subdivision        |
| <b>26</b> | <b>MirpurKhas</b>              | <b>Division</b>    |
| 27        | Digri                          | Subdivision        |
| 28        | Thar @ Mithi                   | District           |
|           |                                |                    |
| 29        | Umarkot                        | District           |
| 30        | Sanghar                        | District           |
| 31        | Shahdadpur                     | Subdivision        |
| 32        | Khipro                         | Subdivision        |
| 33        | Larkana                        | Division           |

|    |                           |             |
|----|---------------------------|-------------|
| 34 | Ratodero                  | Subdivision |
| 35 | KambarShahdadkot @ Kambar | District    |
| 36 | Shahdadkot                | Subdivision |
| 37 | Warah                     | Subdivision |
| 38 | Jacobabad                 | District    |
| 39 | Thul                      | Subdivision |
| 40 | Kashmore @ Kandhkot       | District    |
| 41 | Shikarpur                 | District    |
| 42 | GarhiYasin                | Subdivision |

#### 1.1.4 NATIONAL STATISTICAL SYSTEM TREE CHART

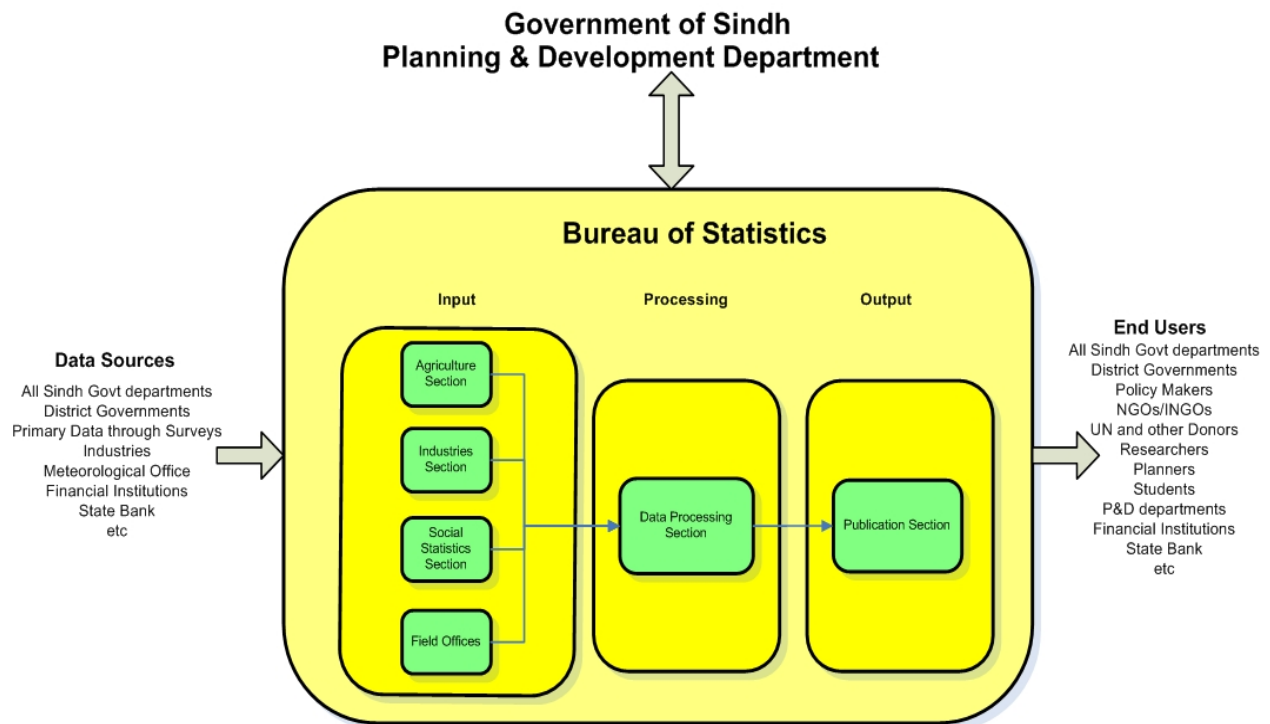


#### 1.1.5 BOS PUBLICATIONS

| Publication   | Frequency |
|---|-----------|
| 1. Monthly Industrial Production & Employment (MIPE)<br>This monthly information is being collected directly from reporting manufacturing units | Monthly   |
| 2. Sindh Development Statistics   | Yearly    |
| 3. Agriculture Statistics   | Yearly    |
| 4. Health Statistics  | Yearly    |

|                                 |        |
|---------------------------------|--------|
| 5. School Education Statistics  | Yearly |
| 6. College Education Statistics | Yearly |
| 7. Crop Acreage Statistics      | Yearly |
| 8. Sindh at a Glance            | Yearly |

### 1.1.6 BOS OPERATIONAL SYSTEM



### 1.1.7 RECENT SURVEYS CONDUCTED BY SINDH BOS

1. Multiple Indicator Cluster Survey with UNICEF support.
2. MIPE with PBS and Directorate of Industries Support.
3. Indigenous Philanthropy Survey with support of PCP.
4. Price and Wage Setting Behavior in formal and informal sectors of economy with SBP.
5. Labor Market Intelligence Survey with support of GIZ and NAVTCC.
6. Many other specialized Surveys for Research bodies and Universities.



## **2. SCOPE OF THE PROJECT**

### **2.1 OBJECTIVES**

The province of Sindh is endowed with many characteristics of vibrant and diverse resources for economic development. It is the most industrialized and urbanized province of Pakistan. According to a study, the province accounts for approximately 40% of large scale manufacturing output, nearly one third of all the mineral deposits, 72% of gas output, 62% of oil output, and 40% of electricity generation. Sindh generates 68% of overall Federal Tax Revenue, 64% of the Income Tax, 80% of the Customs Duties and 35% of Central Excise Duty. Sindh is blessed with 175 billion tons of coal reserves in Thar worth US\$ 425 trillion.

The main objective of this consultancy assignment is to estimate Sindh's share of national economic output by computing sub-national Gross Domestic Product (GDP). This exercise will enable preparation of provincial and district plans, assess the impact of the plans and policies of Federal and Provincial authorities, and identify emerging trends requiring policy responses. Besides, the provincial GDP estimates will be helpful to identify growth paradigm at provincial level. It will also serve those who have an interest in the relative performance of regional economies, i.e., business investors, planners and policy makers, academics, etc.

The post 18th amendment period in Pakistan, signifies this importance to establishing a sub-level regional account system in provinces to measure the provincial share of national economic output and streamlining socio-economic policy. For this purpose a full-fledged section of Regional Accounts will be established in Bureau of Statistics to account economic activities within the province on regular bases.

### **2.2 DELIVERABLES OF CONSULTANT**

1. Carry out all works/activities pertaining to preparation of regional account system for Sindh.
2. Formulate methodology for Regional Accounts in accordance with United Nations System of National Accounts (UN-SNA).

3. Compute preliminary Sindh GDP estimates based on secondary data, starting from base year 1999-2000. These estimates are subject to consistency with National Accounts estimates.
4. Collect secondary and, where necessary, primary data in collaboration with S-BoS. (All data collection expenditures, including payment to enumerators, will to be borne by the selected Firm)
5. Organize a Sensitization Workshop, inviting all the relevant stakeholders, to brief participants on methodology and results.
6. Prepare a manual so that the methodology can be applied in successive years.
7. Develop a dedicated database program for storage of GDP data, train S-BoS GDP team in operating and managing the database.
8. Provide short-term domestic/foreign training for SBoS GDP team as part of capacity building, subject to admission in relevant programme/s to be identified by SBoS.
9. Carry out all tasks in SBoS premises in Karachi.
10. To submit inception report within 30 days after award of contract
11. Provide 100 copies of complete Report, Manuals, etc. to S-BoS.

*Note: All Data, Analyses and Reports, Softwares, and Manuals in connection with computation of Sindh GDP estimates will remain property of Sindh Bureau of Statistics.*

### **2.3 RIGHTS OF SINDH BUREAU OF STATISTICS**

- SINDH BOS reserves the right to cancel the bid prior to acceptance of bid.
- SINDH BOS will only accept the bid having best technical proposal.

### **2.4 RESPONSIBILITIES OF SINDH BOS**

- SINDH BOS will provide access to its premises for rendering the services.
- SINDH BOS will coordinate with the nominee of the vendors in provision of best possible information on time.
- SINDH BOS will provide all logistic support to carryout primary surveys.
- SINDH BOS will nominate authorized persons and provide possible facility to complete the task by the vendor.

### **3. INSTRUCTIONS FOR CONSULTANT FIRM**

#### **3.1 DEFINITIONS**

- “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- “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
- “Day” means calendar day including holiday.
- “Government” means the Government of Sindh.
- “Proposal” means the Technical Proposal and the Financial Proposal.
- “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- “Terms of Reference” (TOR) means the document included in the RFP 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.

#### **3.2 ELIGIBILITY:**

Firms must possess the following:-

- Valid Registration with FBR and SRB as Active Tax Payer (Will be Verified Online)
- Not black listed.

(Attach all certificates and affidavit of not black listed).

#### **3.3 CLARIFICATION AND AMENDMENT IN RFP DOCUMENTS**

- 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.

- 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.

### **3.4 PREPARING BIDS**

- 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
- 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.
- Consultant Firms will attach CVs of Team Leader and Individual Consultants along Certificate that shows he/ she is not committed with other Consulting Firms.

#### **3.4.1 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.

#### **3.4.2 COMMUNICATION**

Inquiry regarding this RFP shall be submitted in writing (email, post mail or fax), to:

*Statistical Officer (GDP)*  
*Sindh Bureau of Statistics*  
*Bureau of Statistics Complex*  
*Block-8, Street 13, Punjab Chowrangi,*  
*Kehkashan, Clifton, Karachi*  
*+92-21-35296415, +92-21-99251259*  
*Email: nasirstats@gmail.com*

### **3.4.3 SUBMISSION OF BIDS**

a) Company profile that should provide information as mentioned below:

- (i) Details of the firm with name, address, status of the firm (whether Sole proprietorship, partnership or limited company) phone numbers, e-mail.
- (ii) Details of product/ services.
- (iii) High level understanding document showing the Consultant Firm understanding of the business requirements and technical requirements.
- (iv) Registration documents: Sales tax registration certificate, NTN, STN etc.
- (v) Details of support & maintenance and training methodologies and plans.
- (vi) Detailed CVs for key personnel to be deployed for this project.
- (vii) Details of expertise dealing with Regional Accounts knowledge

Note: Documents submitted should be hard copies and properly indexed and paginated.

b) SPP Rule 72(b) '*Quality Based Selection Method*' shall be used as:

- (i) Preparation of Regional Accounts is highly sophisticated/ specialized method.
- (ii) Consultant Firm which secured highest score according to Technical Evaluation Criteria mentioned in Chapter 4 shall be selected.
- (iii) The selected firm shall be asked to submit its financial proposal.
- (iv) After submission of Financial Proposal the selected firm will be invited to negotiate its Financial Proposal.
- (v) The erasing and/or alterations, if any, in the bid shall be authenticated by the authorized representative of the Consultant Firm with full signatures.
- (vi) Ambiguous and incorrect answers and/or incorrect filling of Bid Documents will render the bid liable to rejection.

- (vii) Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- (viii) The bids shall not rely on any interpretation or correction given by any person except the written addenda and/or corrigenda to documents issued by the concerned department of SINDH BOS.

### **3.5 BID SECURITY AND PERFORMANCE SECURITY**

- a) The selected Consultant Firm shall enclose a “Bid Security” with its financial proposal in the shape of pay order equivalent to four percent (4%) of the total bid value. The Bid Security shall be in favor of “Director General, Sindh Bureau of Statistics”. The bid security furnished shall remain valid for a period of 120 days beyond the period of validity of the bid or till it is revalidated / extended for a period mutually agreed upon by the selected Consultant Firm and procuring agency.
- b) As soon as an award is made, the provisions in the following paragraphs **c, d and e**, hereafter, shall operate.
- c) In case the selected Consultant Firm after acceptance of bid fails / refuses to perform, the Bid Bond will be forfeited and en-cashed.
- d) The selected Consultant Firm shall have to give a Performance security, equivalent to 7% of the total contracted value in lieu of bid security.
- a) The Consultant will be subject to all admissible taxes including stamp duty (award fee) and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- b) The prices quoted in the financial proposal must be in Pakistani Rupees. The total cost shall include all the charges, duties, taxes levies, etc.

### **3.6 VALIDITY OF PRICES / BIDS**

- a) The cost quoted shall be valid for a period of at least 90 days from the date of opening of the bid with the facility for extension.
- b) Until the contract is executed finally, the successful bidder shall be bound by the terms and conditions of this RFP.

### 3.7 ACCEPTANCE OF THE TERMS

- a) The submission of the bids against this RFP by the Consultant Firm means that the Consultant Firm has read and accepted the terms and conditions given in this document, completely; and it has thoroughly examined the deliverables, their specifications and particulars in the RFP. Further, the Consultant Firm is deemed to be fully aware of the nature of the deliverables and the purpose for which they are required and shall be bound to accept the contract if placed with it on the basis of the prices, performance and support of the delivery schedule as stated in this RFP.

### 3.8 MODE OF DELIVERY AND ADDRESS

Proposals shall be delivered by hand or courier so as to reach the address given in this RFP (Preparing Bid/Communications) by the last date and time indicated for submission. PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE READ.

## 4. EVALUATION CRITERIA

| S#        | Evaluation Parameters  | Quantity Description  | Marks          |
|-----------|--|---|----------------|
| <b>1.</b> | <b>Company Profile</b>   |   | <b>20</b>      |
|           | a) Period since Firm is in consulting business.  | 1 to 3 years<br>Above 3 years.  | 01<br>02       |
|           | b) Number of Consultants   | Up to 2<br>3 to 10<br>Above 10  | 03<br>04<br>05 |
|           | c) Number of Researchers   | Up to 2<br>Above 2  | 02<br>05       |
|           | d) Company previous Experience of similar nature of project i.e. National or Regional Accounts | Yes<br>No   | 08<br>00       |
| <b>2.</b> | <b>Team Qualification &amp; Research Experience</b>  |   | <b>80</b>      |
|           | a) Team Leader   | PhD in Economics/Statistics<br><br>PhD in any other relevant discipline (Finance/<br>Public | 15<br><br>07   |

| S# | Evaluation Parameters  | Quantity Description                              | Marks          |
|----|--|---|----------------|
|    |  | Policy/Development Studies).                      |                |
|    | b) Other Team Members:<br>- PhD in relevant field (Statistics/Economics)   | Up to 2<br>Up to 5                                | 05<br>10       |
|    | c) Other Team Members<br>- Masters (Foreign) in relevant field (Statistics/Economics/ Public Policy/ Development Economics)  | Up to 1<br>Up to 3                                | 05<br>10       |
|    | d) Other Team Members<br>- Masters (National) in relevant field (Statistics/Economics/ Public Policy/ Development Economics) | Up to 2<br>Up to 5                                | 03<br>05       |
|    | e) Team Leader having experience in the preparation of National/Regional Accounts  | Yes<br>No   | 20<br>0        |
|    | f) Team Leader having experience in research or policy related government department   | 5 to 10 years<br>10 to 20 years<br>Above 20 years | 04<br>07<br>10 |
|    | g) Team Leader having experience in Public Sector budgeting or Planning & Development  | Up to 3 years<br>3 to 5 years<br>Above 5 years    | 03<br>07<br>10 |

**Note: All firms must have valid registration with FBR and Sindh Revenue Board as active tax payer. The Minimum passing criteria is 60%.**

Consultant Firms must submit the proof of Degrees and Certificates of Staff, Experience, relevant projects done, implementation plan, staffing schedule and other requirements as deemed necessary for the evaluation.

- Consultant Firms will attach CVs of Team Leader and Individual Consultants along Certificate that shows he/ she is not committed with other Consulting Firms.
- In order to enable SINDH BOS to perform technical evaluation, information required described in the sections above on the format specified in this RFP must be provided:



## 5. FORMAT FOR PROPOSAL

In addition to the format given, the technical proposal should be concisely presented and structured in the **form of chapters/sections** to include, but not necessarily be limited to, the following information. Support material should not be part of the main proposal but should be placed in annexes.

- Project Title
- Table of contents
- Executive summary
- Check list of the deliverable requirements asked in this RFP
- All the documents asked in this RFP
- Expertise relevant to RFP
- Relevant experience
- Proposed solution should include followings:
  - Methodologies for implementation, project management and risk management
  - Support Services defined along with different support levels with response times and process of delivering support.
  - Key Staff assigned and mapped to specific activities
  - Recommended Staff size and capabilities to administer this application with capabilities and roles.

### 5.1 RELEVANT EXPERIENCE & CLIENTELE:

Consultant Firm should provide the details of experience in similar projects according to the following format along with necessary documentation.

| Sr. No. | Project title | Value of Project | Name of the customer with contact details | Brief Description of the project |
|---------|---------------|------------------|---|----------------------------------|
|         |               |                  |   |                                  |

### 5.2 FINANCIAL CAPABILITIES

The responding organization shall describe the financial position of its organization. Income Statement or Annual Report should be included in the detailed Technical proposal. The National

Tax Numbers and Sales Tax Registration Numbers of the company should also be indicated (Photo copies of concerned documents should be provided).

## **6. GENERAL CONDITIONS OF CONTRACT**

### **6.1 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, thereunder Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant Firm” 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) and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “Government” means the Government of Sindh.

- (i) “Local Currency” means Pak Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (m) “In writing” means communicated in written form with proof of receipt.

## 6.2 NOTICES

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

## 6.3 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

## 6.4 FRAUD AND INTEGRITY PACT

If the PA determines that the Consultant and/or its Personnel, **Corruption 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 (2013).

## **6.5 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

|                                  |   |
|----------------------------------|---|
| <b>Effectiveness of Contract</b> | This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.  |
| <b>Commencement of Services</b>  | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified.  |
| <b>Force Majeure</b>             | 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.  |
| <b>No Breach of Contract</b>     | 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. |
| <b>Extension of Time</b>         | 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.   |

## **6.6 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.

**(Hanif Muhammad Merchawala)**  
**Director General, Sindh Bureau of Statistics**  
**Chairman**

**(Ali Ahmed Channa)**  
**Director (SBOS)**  
**Secretary**

**(Saleem Jalbani)**  
**Chief EPR**  
**Member (Tech)**

**(Akbar Brahmani)**  
**Deputy Secretary**  
**Representative of Finance**  
**Department**

**Dr Qazi Masood Ahmed**  
**Co-opt Member**

**Dr. Fateh Marri**  
**Co-opt Member**

**(Muhammad Hanif)**  
**Section Officer (Coord)**  
**Representative of P&DD**

**7. ANNEXURES**

**INTEGRITY PACT**

**Annex-A**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, 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 GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and

has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert PA’s name]* (“the PA”) having its principal place of business at *[insert PA’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the PA 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 hereby agree as follows:

1. **Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
  
2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
  
3. **Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.





## SINDH BUREAU OF STATISTICS REQUEST FOR PROPOSAL

### C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

5. **Performance** The Consultant undertakes to perform the Services with the highest standards **Standard** of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
  6. **Confidentiality:** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information **relating** to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
  7. **Ownership of** Any studies, reports or other material, graphic, software or otherwise, prepared **Material** by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
  8. **Consultant** The Consultant agrees that, during the term of this Contract and after its **Not to be** termination, the Consultants and any entity affiliated with the Consultant, shall **Engaged in** be disqualified from providing goods, works or services (other than the **Certain** Services or any continuation thereof) for any project resulting from or closely **Activities** related to the Services.
  9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
-



## SINDH BUREAU OF STATISTICS REQUEST FOR PROPOSAL

**10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

**11. Law** The Contract shall be governed by the laws of Islamic Republic of Pakistan or **Governing** the Provincial Government and the language of the Contract shall be English.

### Contract and Language

**12. Dispute** Any dispute arising out of this Contract, which cannot be amicably settled

**Resolution** between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness from PA

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

FOR THE CONSULTING FIRM

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness from Consulting Firm

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_