

GOVERNMENT OF PAKISTAN
ESTABLISHMENT DIVISION
(MANAGEMENT SERVICES WING)

INVITATION TO BID
For Provision of Services for Renewal of ISO 9001:2015 Certification
of Establishment Division

Establishment Division is a dedicated human resource management agency of the Government of Pakistan. This Division is ISO 9001:2015 certified since 2017. For ISO 9001:2015 certification of Establishment Division for the 3rd certification cycle of 3 years, this Division invites sealed bids from the reputable certification bodies registered with Income Tax / Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.

2. Bidding documents, containing detailed terms and conditions, etc. are available at the office of Director (QMC), Management Services Wing, Establishment Division, Government of Pakistan, Room # 409, 4th Floor, Shaheed-e-Millat Secretariat, Islamabad (Tel +92-51-9202409, E-mail: zahir@msw.establishment.gov.pk). Bidding documents can also be downloaded from PPRA (<https://www.ppra.org.pk>) or Establishment Division (<https://establishment.gov.pk>) free of cost.

3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at the address given above on **28-12-2023** before 1100 hours. Bids will be opened the same day at 1200 hours. This advertisement is also available on PPRA website at <https://www.ppra.org.pk>.

DIRECTOR (QMC)
Management Services Wing
Establishment Division
Government of Pakistan
Room # 409, 4th Floor,
Shaheed-e-Millat Secretariat
Islamabad, Pakistan 44000
Tel +92-51-9202409
E-mail: zahir@msw.establishment.gov.pk

REQUEST FOR PROPOSAL

FOR PROVISION OF SERVICES FOR RENEWAL OF
ISO 9001:2015 CERTIFICATION OF ESTABLISHMENT DIVISION

(Single Stage Two Envelope Procedure)



Establishment Division
(Management Services Wing)
Government of Pakistan

November, 2023

SELECTION OF CERTIFICATION BODY / FIRM

REQUEST FOR PROPOSAL

**Selection of Services for: RENEWAL OF ISO 9001:2015
CERTIFICATION OF ESTABLISHMENT DIVISION**

**Procuring Agency: ESTABLISHMENT DIVISION, GOVERNMENT
OF PAKISTAN**

**Procurement: RENEWAL OF ISO 9001:2015 CERTIFICATION OF
ESTABLISHMENT DIVISION FOR THE THIRD CYCLE**

Issued on: 30-11-2023

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PART I

Section I. Invitation for Proposal

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



**for
PROVISION OF SERVICES FOR RENEWAL OF
ISO 9001:2015 CERTIFICATION OF ESTABLISHMENT DIVISION**

Date: 30-11-2023

1. Establishment Division invites proposals to provide services for renewal of ISO 9001:2015 certification of Establishment Division
2. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (STP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 - Terms of Reference
Section 7 - Standard Forms of Contract

6. Please submit your proposal on the following address:

DIRECTOR (QMC)
Establishment Division
(Management Services Wing)
Room # 409, 4th Floor,
Shaheed-e-Millat Secretariat
Islamabad, Pakistan 44000
Tel +92-51-9202409
E-mail: zahir@msw.establishment.gov.pk

Yours sincerely,

-Sd/-
Zahir Shah
Director (QMC)
Management Services Wing
Establishment Division

Section II. Instructions to Consultants

A. General Provisions

1. Definitions	<p>1.1 Definition</p> <ul style="list-style-type: none">a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.f) “Day” means a calendar day.g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any
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and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

- i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.
- l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while

	<p>remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>

<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Procuring Agency's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>

<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>
<p>6. Joint Venture</p>	<p>6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p>a. Sanctions</p>	<p>6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
<p>b. Prohibitions</p>	<p>6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p>
<p>c. Restrictions for public employees</p>	<p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions</p>

	<p>applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . If specified in the Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal

	<p>when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.</p>
<p>12. Proposal Validity</p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>

<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
	<p>12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p>
	<p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p>
	<p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p>
	<p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p>
	<p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security

<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p style="text-align: center;">-</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>

16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
a. Taxes	16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
b. Currency of Proposal	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p>
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<p>Withdrawal of bids</p>	<p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the</p>
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	<p>withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Proposal (Technical Proposals)</p>	<p>19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the BDS. The Consultant' representatives present shall sign a register as proof of their attendance.</p>

	<p>19.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5 The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p>
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	<p>19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and</p>	<p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-</p>

LCS methods)	<p>responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
24. Correction of Errors	-
25. Taxes	-
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of

	<p>the Consultant.</p> <p>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial Negotiations	<p>28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant’s authorized representative.</p>

	<p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<p>31. Grievance Redressal Mechanism</p>	<p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final</p>

	<p>evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p>32.Mechanism of Blacklisting</p>	<p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public</p>

	<p>Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and Fails to iii. abide by the bid securing declaration; <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the</p>
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	<p>Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices</p>
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	<p>shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
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Section III. Proposal Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: <u>Establishment Division, Government of Pakistan</u></p> <p>Method of selection: <u>Quality & Cost Based Selection</u></p>
2.2	<p>Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelope Bidding Procedure</p> <p>The name of the assignment is: <u>Provision of Services for Renewal of ISO 9001:2015 Certification of Establishment Division</u></p>
2.3	A pre-proposal conference/meeting will be held: <u>No</u>
2.4	<p>The Procuring Agency will provide the following inputs, project data, reports, etc. on request to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> 1. Organogram of Establishment Division 2. Wings/Offices of Establishment Division 3. Functions of Establishment Division 4. Sanctioned strength of officers (BS-17 and above) of Establishment Division
6.3.1	A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/
B. Preparation of Proposals	
9.1	<p>The language of the Bid is: <i>English</i></p> <p>All correspondence shall be in: <i>English</i></p> <p>The language for translation of supporting documents and printed literature is: <i>English</i></p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>FOR SIMPLIFIED TECHNICAL PROPOSAL (STP):</u> 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal. (2) TECH-1 (3) TECH-4

	<p>(4) TECH-5 (5) TECH-6 Financial Proposal: (1) FIN-1 (2) FIN-2</p>
10.2	Statement of Undertaking is required: <u>No</u>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <u>No</u>
12.1	<p>All the firms shall have to deposit bid security in favour of Establishment Division in the shape of pay order/demand draft @ 5% of the quoted price and shall attach the same with the financial bid.</p> <p>Proposals shall remain valid for a period of 120 days from the date of opening of the tender. The offer with validity less than 120 days will be rejected.</p>
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Director (QMC), Management Services Wing, Establishment Division, Government of Pakistan, Room # 409, 4th Floor, Shaheed-e-Millat Secretariat Islamabad, Pakistan 44000, Tel +92-51-9202409 E-mail: zahir@msw.establishment.gov.pk</p>
15.2	<p>The format of the Technical Proposal to be submitted is: <u>STP</u></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	A price adjustment provision applies to remuneration rates: <u>No</u>
16.4	<p>The Financial Proposal shall be stated in PKR currency.</p> <p>The Financial Proposal should state local costs in PKR.</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and three (3) copies</p> <p>(b) Financial Proposal: one (1) original and three (3) copies</p>

<p>17.7 and 17.9</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 28-12-2023</p> <p>Time: <u>1100 hrs local time</u></p> <hr/> <p>The Proposal submission address is: Director (QMC), Management Services Wing, Establishment Division, Government of Pakistan, Room # 409, 4th Floor, Shaheed-e-Millat Secretariat Islamabad, Pakistan 44000, Tel +92-51-9202409</p>
<p>19.4</p>	<p>An online option of opening of the Technical Proposal is offered: <u>No</u></p> <p>The opening shall take place at the Proposal submission address i.e., Director (QMC), Management Services Wing, Establishment Division, Government of Pakistan, Room # 409, 4th Floor, Shaheed-e-Millat Secretariat Islamabad, Pakistan</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: <u>1200 hrs local time</u></p>
<p>21.1</p>	<p>Bid Evaluation Criteria and point system for the evaluation of the Technical Proposals:</p> <p>(i) General Experience of the Consultant (as per sub paras a+b) (40 Marks)</p> <p>a. Length of incorporation as a company, firm or registration / licensing in Pakistan (10 Marks)</p> <p style="padding-left: 40px;">❖ 1 mark for each year with maximum marks: 10</p> <p>b. Experience of firm/certification body in successful completion of ISO 9001 {Earlier Versions (other than ISO 9001:2015)} certification audit/recertification audit/surveillance audit of Public/Private Sector of Pakistan/abroad (30 Marks)</p> <p style="padding-left: 40px;">❖ 0.3 Mark for each assignment with maximum marks: 30</p> <p style="text-align: center;"><i>(Details of the same may be provided as per format-I appended with RFP)</i></p> <p>(ii) Specific experience of the Consultant (as a firm) relevant to the Assignment: (20 Marks)</p> <ul style="list-style-type: none"> • Number and name/title of assignments of ISO 9001:2015 Certification/Re-certification/Surveillance Audits successfully completed in Private Sector of Pakistan: (10 Marks) <p style="padding-left: 40px;">❖ 0.2 Mark for each assignment with maximum marks: 10</p> <ul style="list-style-type: none"> • Number and name/title of assignments of ISO 9001:2015

	<p>Certification/Re-certification/Surveillance Audits successfully completed in Public Sector of Pakistan: (10 Marks)</p> <p>❖ 0.5 Mark for each assignment with maximum marks: 10</p> <p><i>(Details of the same may be provided as per format-II(A) & II(B) appended with RFP)</i></p> <p>(iii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference: (10 Marks)</p> <ul style="list-style-type: none"> • Completeness of Work Plan as per Form Tech – 5 covering all the deliverables mentioned in the TORs alongwith description of activities to be performed (7 Marks) • Incorporating timelines in performing deliverables as per TORs in Form Tech-5 (3 Marks) <p>(iv) Key Expert’s / Lead Auditor’s qualifications, competence and experience for the Assignment: (30 Marks)</p> <ul style="list-style-type: none"> • 0.15 Mark for each audit assignment with maximum marks: 30 <p><i>(Details of the same may be provided as per format-III appended with RFP)</i></p> <p style="text-align: right;">Total points: 100</p> <p>-----</p> <p>The minimum technical score (St) required to pass is: 60</p>
23.1	An online option of the opening of the Financial Proposals is offered: <u>No</u>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70%, and P = 30%</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p>

D. Negotiations and Award

30.2	Expected date for the commencement of the Services: Within one month of the award of contract agreement
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Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sir:

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in*

executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency./

- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-4

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

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

{Suggested structure of your Technical Proposal}

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

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables (D) as per TORs	Description of activity to be performed	Timeline/Duration
D-1			
D-2			
D-3			
D-4			

- 1 List the deliverables with the breakdown for activities required to produce them. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)									
		Position	D-1	D-2	D-3	D-...				
KEY EXPERTS											
K-1											
K-2											
K-3											
n											
										Subtotal	
NON-KEY EXPERTS , if any											
N-1											
N-2											
n											
										Subtotal	
										Total	

(CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

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

Signature

Date

Section IV. Financial Proposal - Standard Forms

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1]*.

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

Item	Cost in PKR {Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet}
Cost of the Financial Proposal	
Tax	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

1. Proposal Security Form

To: [name of the Procuring Agency]

Whereas [name of the Consultant] (hereinafter called "the Consultant/Service Provider) has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PA] (hereinafter called "the Procuring Agency") in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Proposal
 - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
 - (b) Disagreement to arithmetical correction made to the Proposal price; or
 - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:..... in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

2. : Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRF Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

Section V. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

1. *state "none"]*

Section VI. Terms of Reference

1. Background

Establishment Division is the human resource management arm of the Government of Pakistan. It is striving to create, manage and design a modern, effective, responsive, capable and motivated human resource, based on an institutionalized merit system, in order to improve public service delivery at all levels of government. Establishment Division is an ISO 9001:2015 Certified Division since June 2017. The second certification cycle (2020 – 2023) is to be expired in December, 2023. Now the Establishment Division intends to hire the services of a well reputed and experienced certification agency through open bidding according to Public Procurement Rules, 2004 for ISO 9001:2015 Certification of Establishment Division for the next certification cycle of three years.

2. Objective(s) of the Assignment

The ISO certification Body/ firm is required to provide ISO 9001:2015 Certificate to Establishment Division for period of three years for third certification cycle after conducting recertification audit to determine that Establishment Division meets the requirements of International Quality Management Standard - ISO 9001:2015 and systems, procedures & necessary documents are available to comply with the requirements of ISO 9001:2015 standard. Later, the certification body is required to conduct two surveillance audits and if need be, provide technical advice related to the scope of assignment or in case of addressing any non-conformity(s) during the certification period.

3. Scope of Services, Tasks (Components) and Expected Deliverables

The scope of ISO certification firm shall include the whole of Establishment Division which comprise of the following Wings: -

Establishment Wing, Regulation Wing, Career Planning-I Wing, Career Planning-II Wing, Training Wing, Discipline Wing, Litigation Wing, Admin Wing, Chief Finance & Account Office (CF&AO), MS Wing and Pakistan Public Administration Research Center (PPARC).

The certification body shall be responsible for: -

- a) Issuance of ISO 9001:2015 certification to the Establishment Division for a period of three years after conducting the recertification audit.
- b) Provision of recertification audit report to Establishment Division.
- c) Conducting two annual surveillance/external audits and revisit(s) (if required) and shall furnish external/ surveillance audit reports accordingly.

d) Provide technical advice related to the scope of assignment as and when required by Quality Management Cell of this Division.

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

Following criteria and point system will be used for evaluation of technical proposal of consultant's firm, detail may be seen under data sheet 21.1 of the ITC:

- i. General Experience of the Consultant with respect to earlier versions of ISO 9001 QMS (i.e. Length of Incorporation as Company/firm or Registration/Licensing, Assignments etc.)
(40 Marks)
- ii. Specific experience of the Consultant (as a firm) with respect to existing version i.e., ISO 9001:2015 QMS:
(20 Marks)
- iii. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:
(10 Marks)
- iv. Key Expert's / Lead Auditor's qualifications and competence for the Assignment:
(30 Marks)

5. Reporting Requirements and Time Schedule for Deliverables

The expected time required for ISO 9001:2015 recertification audit of Establishment Division; issuance of Certification Audit Report and ISO 9001:2015 Certificate by firm to Establishment Division is two (02) calendar months from the date of signing the contract agreement between the Establishment Division and certification firm. In case of delay in provision of the above deliverables, a penalty of 0.1% per week of the total charges will be imposed on the certification firm. In case of a delay of more than three months, Establishment Division may terminate the contract without any obligation of cost or liability on their part. First External Surveillance Audit will be conducted by the certification firm within one month after one year of the certification. Similarly, second External Surveillance Audit will be conducted within one month after one year of the first External Surveillance Audit and audit report of Surveillance Audits will be provided accordingly.

6. Establishment Division's Input and Counterpart Personnel

- (a) Establishment Division (MS Wing) will provide conveyance facilities for movement of the representative of the consultant firm during the course of conducting ISO audits of Establishment Division.
- (b) Quality Management Cell of Establishment Division comprising of following officers will facilitate and coordinate with the team of consultant firm during the course of Certification Audit, Surveillance Audits and will provide the requisite documents

required under the ISO 9001.2015 standard to the representative of the consultant firm.

1. Director General, Unit-I, MS Wing
2. Director Quality Management Cell (QMS), MS Wing
3. Deputy Director (QMS), MS Wing

APPENDEX

FORMAT-I

Experiences of the firm/certification body having conducted ISO 9001 EARLIER VERSIONS (other than ISO 9001:2015) certification audits/re-certification audits/surveillance audits in the PUBLIC/PRIVATE SECTORS OF PAKISTAN/ABROAD.

SI #	Description/Scope of Audit Assignment (certification audit/re-certification audit/surveillance audit)	Name of Client Organization	Completion Period		Actual Services performed
			From	To	

FORMAT-II(A)

Experiences of the firm/certification body having conducted ISO 9001:2015 certification audits/re-certification audits/surveillance audits in the PRIVATE SECTOR OF PAKISTAN

SI #	Description/Scope of Audit Assignment (certification audit/re-certification audit/surveillance audit)	Name of Client Organization	Completion Period		Actual Services performed
			From	To	

APPENDEX (Cont.....)

FORMAT-II(B)

Past experiences of the firm/certification body having conducted ISO 9001:2015 certification audits/re-certification audits/surveillance audits in PUBLIC SECTOR OF PAKISTAN

SI #	Description/Scope of Audit Assignment (certification audit/re-certification audit/surveillance audit)	Name of Client Organization	Completion Period		Actual Services performed
			From	To	

FORMAT-III

DETAIL OF THE QUALIFICATION AND EXPERIENCE OF LEAD AUDITOR

Name of Lead Auditor:

Qualification:

Whether Lead Auditor Course successfully completed (Authenticated copy of the course certification be attached):

SI #	Description of Audit Assignment Conducted by the Auditor (certification audit/re-certification audit/surveillance audit)	Name of the client Organization Audited	Completed Period	
			From	To

PART II

Section VII
FORM OF CONTRACT

Contract for Consultant's Services

Project Name: RENEWAL OF ISO 9001:2015 CERTIFICATION OF ESTABLISHMENT DIVISION FOR THE THIRD CYCLE

between

ESTABLISHMENT DIVISION, GOVERNMENT OF PAKISTAN

and

[Name of the Consultant]

Dated: _____

3. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[Establishment Division, Government of Pakistan]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. Purpose of Agreement

The purpose of signing this contract agreement is to provide services for renewal of ISO 9001:2015 certification of Establishment Division for a period of three years (2024-2026) by Consultant to Procuring Agency.

2. Effective date

This agreement shall be made effective for a period of three years from the date of “Letter of Commencement” issued by Procuring Agency.

3. Relationship between the Parties

Nothing contained herein shall be construed as establishing or creating a relationship of a master and servant or principal and agent as between the Procuring Agency and Consultant.

4. Language(s)

The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Applicable Law(s)

The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

6. Compliance with Workplace Laws:

Throughout the Term, while performance under this Agreement, Consultant, its agents, employees, and Sub-Operators, etc. shall observe and fully comply with all Laws, Ordinances and Regulations in force in Pakistan and effective from time to time hereafter.

7. Notices:

All notices under this Contract will be given in writing and will be deemed to have been served if delivered by one of the following means:

- a. By Registered Post or Courier Services at the specific designation/ addresses of the parties as set forth in this Contract Agreement.
- b. By Facsimile
- c. By E-Mail

8. Description and Scope of Services:

The Consultant shall provide, all the services described in the Request for Proposal (RFP) and **TORs Annexed** to this Contract Agreement in accordance with the criteria set forth in the provisions of this Agreement.

9. Recertification Audit and Surveillance Audits including Certification Charges

Service charges shall be paid to Consultant by Procuring Agency as per following details:-

Standard(s)	Initial Audit Stage 1 & 2 (In PKR)	1 st Annual Surveillance Audit (In PKR)	2 nd Annual Surveillance Audit (In PKR)	Total (In PKR)
ISO 900:2015 Audit Charges				
Add: Sales Tax @ %				
Total				

10. Currency of Payment

All payment due under the agreement shall be made of in Pakistani Rupees to Consultant.

11. Payment

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

- i) Fifty percent (**40%**) of the total charges i.e. Rs. /- after successful completion of ISO 9001:2015 recertification audit, issuance of audit report by the Certification Company and award of ISO 9001:2015 certification to the Establishment Division.
- ii) Twenty five percent (**30%**) of the total charges i.e. Rs. /- after the conduct of first surveillance audit and issuance of its report.
- iii) Twenty five percent (**30%**) of the total charges i.e. Rs. /- after the conduct of second surveillance audit and issuance of its report.

12. Invoice and Payment Procedure:

The Consultant shall furnish invoice of payment to the authorized officer of Procuring Agency after successful completion of the tasks/activities mentioned in Clause 11 of this agreement. All due payments, after successful completion of the tasks/activities as mentioned in Clause 11 shall be paid to Consultant by Procuring Agency within sixty (60) days of receipt of invoice from Consultant to the office of Director, Quality Management Cell (QMC), MS Wing of Establishment Division.

13. Pakistan Tax Liabilities:

All taxes including but not limited to advance Tax/ Income Tax/Sales Tax/Surcharge or any other Levy imposed by the Government of Pakistan shall be paid by the Consultant according to prevailing laws of income tax or other taxation laws in Pakistan during the currency of contract.

14. Defaults by the Consultant

The occurrence of any one or more of the following events shall constitute an event of default by Consultant under this Contract Agreement (**each such event being referred to herein as an “Event of Default”**):-

- a) 03 (Three) **“Displeasure Notices”** will be served by Establishment Division to the Consultant on the occurrence of (b) or (c) below:
- b) Delay or discontinuance of the Services by Consultant to be performed pursuant to this Agreement.
- c) Poor performance, un-necessary delay of required services, mis-behavior, absenteeism of deputed staff, non-adherence of time lines, non-responsiveness etc. by the Consultant, duly authenticated/verified by the QMC of Establishment Division.

15. Event of Default by the Procuring Agency:

The failure of the Procuring Agency to make payments to the Consultant at the times and in the amounts required by this Agreement shall constitute an event of default by the Procuring Agency under this Agreement (**which circumstances shall also be defined as an “Event of Default”**).

16. Rights of Procuring Agency upon Occurrence of Event of Default by the Consultant:

The Procuring Agency shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which the Procuring Agency may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:-

The Procuring Agency may terminate this Agreement by giving the Consultant notice of termination of **30 (Thirty) days** and on the **30th (Thirtieth) day** following such termination notice, or on the date specified in such notice, if later, Consultant’s rights hereunder shall terminate.

17. Rights of Consultant upon Occurrence of Event of Default by the Procuring Agency:

Consultant may terminate this Agreement in case of payment default by giving a written notice of **30 (Thirty)** days to Procuring Agency. The termination of Agreement shall not give rise to financial penalty as per law.

18. Resolution of Disputes

If any dispute or difference of opinion of any kind whatsoever arises between the Procuring Agency and the Consultant in connection with or arising out of the Agreement or performance of the job whether during the progress of the job or after its completion or after its termination, abandonment or breach of the Agreement, it shall in the first place be referred to:

- a) Member (MS Wing), who shall issue a notice containing the cause of action, facts of the case and relief sought.
- b) Member (MS Wing) will act as a sole Adjudicator and shall decide the matter within twenty-eight (28) days from the date of submission of reference. The decision of Member (MS Wing) shall be final and not to be challenged in any court of law.
- c) The Consultant, if dissatisfied with the decision of the Adjudicator, shall have the right to serve Notice for Intention to commence arbitration within twenty eight (28) days of receipt of the Adjudicator's decision or within twenty eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case he fails to give decision. The Arbitration proceedings shall take place at Islamabad under the Pakistan Arbitration Act of 1940 as amended from time to time and shall be conducted in the English language.
- d) Provided, however, that the parties shall have the right to resolve dispute(s) amicably within fifty-six (56) days of service of Notice for Intention to commence Arbitration and the Arbitration shall commence in case of failure of amicable settlement.

19. Corrupt or Fraudulent Practices:

- a. Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.
- b. Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions Public Procurement Rule 19 and predefined standard mechanism.

20. Completion of the Services:

If the Consultant commits an event of default hereunder, the Procuring Agency may appropriate or use any or all facilities, material, guidelines, manuals, etc. and equipment being used by the Consultant for the performance of the Services on the **“Risk”** and **“Cost”** of the Consultant and may enter into an agreement with other(s) for the performance of the Services under the Agreement or may use other methods which in the opinion of the Procuring Agency, are required for the performance of the Services in an acceptable manner.

21. Status of the Consultant:

The Consultant represents to the Procuring Agency as an organization duly created under the laws of Pakistan and qualified to transact business in Pakistan and that it possess all permits, licenses, accreditation, etc. necessary under applicable laws to authorize it to perform the Services.

22. Successors and Assignees:

This Agreement shall be binding upon and inure to the benefit of Procuring Agency and its permitted, successors, assignees and legal representatives, and shall be binding upon and inure to the benefit of Consultant and its permitted successor, assignees and legal representatives. In the event of any assignment of this Agreement in whole or in part by Procuring Agency, the term “**Procuring Agency**” as used in this Agreement shall be deemed to mean the assignee of Procuring Agency, and as such, the assignee shall have all rights accorded to Procuring Agency.

23. Conflict of Interest:

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

24. Survival:

The dispute resolution provisions, and all other provisions which, by their inherent character, sense and context are intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

25. Limitation of Third-Party Beneficiaries:

This Agreement shall not create any third-party beneficiary hereunder, other than the Indemnified Parties, or authorize anyone or a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof.

26. Severability:

The invalidity or enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

27. Computation of Periods:

Reference to “**days**” contained herein shall mean calendar days unless otherwise specified; herein. However, if the last date for performance or provision of notice “within” a specified time period falls on a Sunday or legal holidays, such act or notice may be timely performed on the next succeeding day that is not a Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

28. Modifications or Variations

- a) 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 written agreement between the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of any modification or variations, the prior written consent of the Procuring Agency is required.

29. Non-Disclosure

The Consultant will sign a Non-Disclosure Agreement with Procuring Agency on stamp paper and will treat all Establishment Division's data, documents, policies, SOPs etc. as highly classified during and after the contract period.

30. Closure Meeting

Upon completion of the assignment, a "closure meeting" shall be held with team of Quality Management Cell to ensure that required deliverables have been delivered by Consultant.

31. Renewal

Upon successful completion of the 3 years contract period, Establishment Division will review the performance of the Certification Body and on the satisfactory performance of the certification body, the Establishment Division may extend the contract for next certification cycle of three years. Upon extension of contract, the revision in the certification charges will not be exceeded or reduced than 10% of the existing charges.

32. Procuring Agency shall be responsible to:

- a) Provide assistance to Consultant in connection with provision of services for conduct ISO 9001:2015 recertification audits and subsequent surveillance audits.
- b) Quality Management Cell of MS Wing may arrange, organize, maintain and coordinate all activities relevant to Quality Management System (QMS) and recertification/surveillance audits. A Director of MS Wing appointed as Management Representative (MR) will be the focal person for the purpose.
- c) Designated/nominated ISO coordinator from each Wing/Cell/Unit, who will liaise with the Consultant through Management Representative for the overall ISO recertification process and subsequent two surveillance audits.
- d) Provide Consultant with reasonable assistance, data and information, as may be required for the successful completion of task.
- e) Pay all the payments as per Federal Government Procedure within 45 days from the date of receipt of the invoice from the Consultant to the office of MS Wing of Establishment Division, Islamabad.
- f) Ensure the attendance of staff during the course of ISO 9001:2015 recertification/surveillance audits of Establishment Division.

- g) All Wings/Offices/Sections/Units of **Procuring Agency** will assist the Consultant in conducting recertification and surveillance audits in accordance with the clauses of ISO 9001:2015 standard and implement the QMS as per the guidelines provided by Consultant after mutually agreed discussion;
- h) Responsible to take corrective action through corrective action plan for removal Non-Conformances and observations raised in recertification and surveillance audits conducted by Consultant;
- i) Meet other requirements mentioned in different clauses of the ISO 9001:2015 Standard as per procedure in vogue.

33. The Consultant shall be responsible to:

- a) Comply with the provisions of TORs for ‘**Renewal of ISO 9001:2015 Certification of Establishment Division**’ annexed to this Contract Agreement.
- b) Provide comprehensive guidance with respect to recertification/surveillance audits, etc. to be conducted by Consultant.
- c) Conduct recertification and Surveillance Audits as per scope and time schedules mentioned in TORs annexed to this Agreement.
- d) Issuance of ISO 9001:2015 certification to the Establishment Division for a period of three years (i.e. 2020 – 2023) after conducting the recertification audit.
- e) Prior the External Audit of **Procuring Agency**, the **Consultant** shall review and ensure the level of preparation for the external audit
- f) During the External Surveillance Audits, the representatives of the **Consultant** shall be present along with the team of **Procuring Agency** and will coordinate with External Auditors.

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

Appendix A: Terms of Reference

Appendix B: Key Experts

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 [*Establishment Division, Government of Pakistan*]

[*Authorized Representative of the Procuring Agency – Mr. Zahir Shah, Director, Management Services Wing, Establishment Division, Government of Pakistan*]

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

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

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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