

Tender FORM Financial

Tender # CS/02/26-27

HIRING OF CONSULTANCY SERVICES FOR DESIGN & PROJECT MANAGEMENT

**FOR RECONSTRUCTION OF OLD BLOCKS BOYS HOSTEL AT IBA MAIN
CAMPUS UNIVERSITY ENCLAVE KARACHI**

Company Name: _____

NTN: _____, **SRB Registration Number:** _____

GST Registration Number: _____

Pay Order / Demand Draft _____, **Dated:** _____

Amount of Rs. _____, **Drawn on Bank:** _____

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Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

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FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

[Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [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 sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below

2 : Name and Address of Agents Amount and Currency Purpose of Commission or Gratuity

 _____ We understand

you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address: _____

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

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	Costs
------	-------

	Indicate Foreign Currency	Indicate Local Currency
Total Costs of Financial Proposal 2		

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY (Not Applicable)

Group of Activities (Phase):	Description:			
Cost component	Costs			
	[Indicate Foreign Currency # 1] 4	[Indicate Foreign Currency # 2] 4	[Indicate Foreign Currency # 3] 4	[Indicate Foreign Currency # 4] 4
Remuneration				
Reimbursable Expenses				
Subtotals				

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5
- 3.Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. $\text{Remuneration} = \text{Staff-month Rate} \times \text{Input}$.

FORM FIN-4. BREAKDOWN OF REMUNERATION (Not Applicable)

Name	Position	Staff-month Rate
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES (Not Applicable)

Group of Activities (Phase):								
No	Description	Unit	Unit Cost	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Foreign Currency # 4]

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency.
Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES (Not Applicable)

No	Description	Unit	Unit Cost	
	Per diem allowances	Day		
	International flights ³	Trip		
	Miscellaneous travel expenses	Trip		
	Trip Communication costs between [Insert place] and [Insert place]			
	Drafting, reproduction of reports			
	Equipment, instruments, materials, supplies, etc.			
	Shipment of personal effects	Trip		
	Use of computers, software			

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR
APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATE

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to

review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(i) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salary = $\text{total days leave} \times 100 / [365 - w - ph - v - s]$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave

It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who

are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(i) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name:

Title:

Consultant's Representations Regarding Costs and Charges

(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Na me	Positi on	Basic Salary per Working Month/Day/ Year	Social Charg es	Overhe ad	Subto tal	Fe e	Away from Headquar ters Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour
		Home Office							
		Field							

1. Expressed as percentage of 1
2. Expressed as percentage of 4

III. Special Conditions of Contract

(Clauses in brackets {} are optional; all notes should be deleted in final text) Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract {1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency:

Attention:

Facsimile:

E-mail:

Consultant:

Attention:

Facsimile:

E-mail

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are: For the PA: For the Consultant:

1.8 PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here. The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply. The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub Consultants and the Personnel, or shall reimburse the Consultant, the Sub Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub Consultants and the Personnel in respect of:

(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be,

(i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or

(ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is [insert date].

2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen months].

3.4 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of [insert amount and currency];

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

- (c) professional liability insurance, with a minimum coverage of [insert amount and currency];
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract,
- (ii) the Consultant's property used in the performance of the Services, and
- (ii) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: [insert actions].} Note: If there are no other actions, delete this Clause SC 3.5 (c). {3.7 (b)}

Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used: {The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.} {The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.} {Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.} {5.1} Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."

6.3 The amount in Pak Rupees or in foreign Currency [insert amount].

6.5 The accounts are: for foreign currency or currencies: [insert account] for local currency: [insert account] Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.

(c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report. (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report. (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount. Note: This sample clause should be specifically drafted for each contract

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in two identical counterparts, each of which shall be deemed an original.

For and on behalf of
INSTITUTE OF BUSINESS ADMINISTRATION IBA
KARACHI
(CLIENT)

Signature: _____

Name: _____

Designation: _____

Date: _____

Official Seal

For and on behalf of)

(CONSULTANT)

Signature: _____

Name: _____

Designation: _____

Date: _____

Official Seal