

**Sukkur IBA University**

**Tender Proc/295**



**TENDER DOCUMENTS**

**HIRING OF AUDIT FIRM**

Last Date for Tender Submission	June 10, 2022 till 2:00 pm
Date of Tender Opening	June 10, 2022 at 2:30 pm
Venue	Sukkur IBA University Air Port Road Sukkur

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### **Requirement**

The objective of the financial audit is to enable the auditor to express an independent professional opinion as to whether the financial statements present fairly, in all material respects, the financial position of Sukkur IBA University in accordance with the applicable Financial Accounting and Reporting Standards. The audit shall be carried out in accordance with the International Standards on Auditing (ISAs).

## **TERMS & CONDITIONS FOR HIRING OF AUDIT FIRM**

***Sukkur IBA University*** is in the service of providing quality education and is desirous to obtain the services of chartered accountancy firm on single stage two envelopes basis:

1. The contract will be valid for a period of one year (Extendable on Satisfactory Services up to three years)
2. All payments to be made by the Client to the successful bidder /contract winner under this tender shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc.
3. The Successful bidder shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description, which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the services provider by Sukkur IBA, any Local, Provincial or Federal Government Agency, Department or Authority.
4. Successful bidder / contract winner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Successful bidder / contract winner in their relations with the employees and their families, of CLIENT's successful bidder / contract winners and third parties arising from this agreement and accomplishing services hereunder. Successful bidder / contract winner's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
5. The successful bidder / contract winner shall conduct his business in a professional ethical manner. The successful bidder / contract winner shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
6. Nothing in this contract shall be deemed to create an agency or an employer/employee relationship between the successful bidder / contract winner (his employees) and the client. The successful bidder / contract winner shall always remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.

7. An effort by a bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the black listing for any future tender of Sukkur IBA.
8. The Successful bidder / contact winner will provide the auditing Services for Sukkur IBA University.
9. The Audit firm shall be bound to provide the auditing services on the agreed rates. The Sukkur IBA & Successful bidder shall enter into agreement as per procedure.
10. The higher authorities of audit firm shall maintain close liaison with Sukkur IBA and get feedback of the Services, rendered by them.
11. All persons engaged by the successful audit firm shall be the firm's own employees and they will claim no privileges from Sukkur IBA University. The successful firm will be directly and solely responsible for the administration of his employees as regards general discipline, courteous behavior and all their actions.
12. Bid security i.e. 2% of the quoted amount must be attached with the financial proposal.
13. Bids must be valid for 90 days.
14. Bids will be evaluated on Quality and Cost Based Selection Method.
15. All bids should consist of Technical Proposal and Financial Proposal in separate sealed envelopes.
16. The Financial proposal of only technically qualified bidders will be opened.
17. The contract will be awarded to the most advantageous bid means a bid or proposal that after meeting the edibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposal documents; and evaluated as the highest ranked bid or proposal on the basis of quality and cost combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques .

Bids/ Proposals will be evaluated as per evaluation criteria mentioned below.

**TECHNICAL EVALUATION CRITERIA**

**Weightage 80%**

The short-listing criteria are:

a) **Technical Competence (70%):**

- Demonstrate that the firm holds the requisite knowledge, skills and competencies required to perform its responsibilities with due professional care.
- At least completed 20 Audit/ Validation projects with Public Sector Organizations, including some of educational institutions/universities audit.
- Minimum 10 Audit/Validation Projects with at least 1 billion turnover for each Organization;
- Provide Turnover of the Firm in each of the previous five (5) years.
- The firm must have listed in “A” category in the list of State Bank Panel of Auditors.
- The firm must be registered with the Accounting/Auditing body in Pakistan.
- The firm must have affiliation with a firm of international standing and repute.
- The firm must have satisfactory QCR Rating.
- The organization must furnish list of ongoing/completed projects in this respect including clients’ portfolio.
- Composition of proposed key experts, their qualification , experience and detailed CVs of key experts

b) **Management Competence (25%):**

- The firm must have been in operation continuously for the last 20 years
- The firm must have sufficient partners, qualified Chartered Accountants and audit staff/ trainees. Organization of the firm including details of professional staff, CVs of partners and chartered accountant in the permanent employment of the firm must be provided.
- The firm profile along with Partners’ details
- Annual accounts for the last 3 years.

- c) **Geographical Experience (5%)**: The firm must have at least 3 offices in Pakistan. In depth experience of delivering similar/comparable services to Government/Private Sector/Donor Organizations or Donors' assisted projects in Pakistan. List of offices in Pakistan must be provided.

To technically qualify, the firm must achieve score 80 out of 100 in technical evaluation

#### **Financial Evaluation Criteria Weightage 20%**

##### **Important Notes:**

1. The bidder securing highest total score (technical + financial score) will be the successful bidder.
2. Please do attach the documentary evidence of claims made in the technical proposal / competencies required in the technical evaluation criteria.

#### **In case of any query/confusion:**

Please Contact at:

Email Address - [hari@iba-suk.edu.pk](mailto:hari@iba-suk.edu.pk)

Hari Lal Nathani

Director Procurement

Sukkur IBA University

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

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Contract Title \_\_\_\_\_

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

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

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

Procuring Agency

Supplier/Contractor/Consultant

**DRAFT AGREEMENT**

**THIS AGREEMENT** is made on date \_\_\_\_\_ between:

**M/s \_\_\_\_\_ (vendor name)** having presently its office at \_\_\_\_\_ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

**AND**

**SUKKUR IBA UNIVERSITY (CLIENT)**, a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road, Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

**AND WHEREAS** the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The agreement will be valid for a period commencing from \_\_\_\_\_ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.

**8. Dispute Resolution**

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two



arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
  - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
- 9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
  - 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
  - 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
  - 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
  - 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
  - 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
  - 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
  - 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
  - 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
  - 18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
  - 19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.

## **20. SERVICE REQUIREMENTS**

Following are the minimum requirements which the vendor/vendor for the equipment:

- 21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

## **22. DELIVERY & INSTALLATION**

- 23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
- 24. Delivery period will be as communicated through emails to the vendor by client.

**25. WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

**27. SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

**29. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services .

**30. FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

**31 TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

\_\_\_\_\_  
**Vendor :**

**CNIC #** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Witnesses:**

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

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

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
**Client: For and on behalf of**

**Sukkur IBA University**

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

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

CNIC # \_\_\_\_\_

Address \_\_\_\_\_



**SUKKUR IBA UNIVERSITY**

www.iba-suk.edu.pk

## **REQUEST FOR PROPOSAL**

### **CONSULTING SERVICES**

## **HIRING OF AUDIT FIRM**

The objective of the financial audit is to enable the auditor to express an independent professional opinion as to whether the financial statements present fairly, in all material respects, the financial position of Sukkur IBA University in accordance with the applicable Financial Accounting and Reporting Standards. The audit shall be carried out in accordance with the International Standards on Auditing (ISAs).

Sukkur IBA University is requesting for proposals from reputable **"Chartered Accountancy (CA) Firms"**, registered in Pakistan and fulfilling all legal requirements to operate in Pakistan, having registration with Income & Sales Tax Departments, listed in 'A' category in the list of State Bank Panel of Auditors besides having satisfactory QCR rating and having international affiliation with a firm of international standing and repute. The firm must be registered with the relevant regulating accounting/ Auditing body in Pakistan and have an experience of twenty years. Interested **CA Firms** are required to demonstrate/provide requisite information as mentioned in the RFP documents to prove their qualification/eligibility to perform the assignment.

The Audit Firm will be selected using Quality and Cost Based Selection Method (QCBS) in accordance with SPPRA Rules.

Request for Proposal (RFP) document having detailed Terms of References (TORs) can be collected from the office of Procurement Department against written request on firm letter head for the same and provision of demand draft/pay order in favor of Sukkur IBA University for **Rs. 2000/=** (Non- Refundable) from **May 20, 2022 to June 09, 2022**.

Technical & Financial Proposals, complete in all respects, must reach on/or before 1400 hours by **June 10, 2022** technical proposal shall be opened on same date at 1430 hours in the presence of the authorized representatives of firms, who may choose to be present.

Procuring agency may reject any proposal subject to relevant provisions of SPP Rules 2010 (Amended to date) and may cancel the hiring process at any time prior to acceptance of proposal as per Rule 25(1) of said rules and as per PPRA rules.

**Please send your queries: [hari@iba-suk.edu.pk](mailto:hari@iba-suk.edu.pk)**

Tender # PROC/295

**REGISTRAR**

PID(H) )569/2021

**SUKKUR IBA UNIVERSITY**

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