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Sindh Health Care Commission

Bidding Document

Hiring of Services of CA Firm for External Audit



Submission Date for Sealed Bids: 24th August, 2018

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DEFINITIONS

“Bid” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SHCC.

“Bid with Lowest Evaluated Cost” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“Bidder” means a person or entity submitting a bid;

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“Blacklisting” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- i. Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SHCC to obtain an undue benefit for himself or those affiliated with him;
- ii. Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- iii. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SHCC under the contract;
- iv. Where an official of the SHCC engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and

engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programmed implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

- i. “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SHCC to establish prices at artificial, non-competitive levels for any wrongful gain;
- iii. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment’s, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids;

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a SHCC through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalification or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SHCC” means the Sindh Health Care Commission;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of wholelife cost and quality to meet SHCC’s requirements.

1 BACKGROUND

Sindh Healthcare Commission Act 2013 (Act VII of 2014) was passed by Provincial Assembly of Sindh on 28th March 2014 with an object to improve the quality of Healthcare Services and Banning Quackery in the Province of Sindh in all its forms and manifestations. Exercising the powers conferred under Section 3 of the said Act, The Govt. of Sindh has established Sindh Health Care Commission.

2 INVITATION FOR BIDS (IFB)

Sindh Health Care Commission (SHCC) invites sealed bids / proposals for the hiring of external auditor from registered and experienced audit firms. SHCC intends to engage aCA firm having sound knowledge of audit to deal with audit related matters of the Commission.

Technical and financially qualified audit firm will be offered a contract of one year which will be extended annually, based on performance up to duration of three years. Extension of contract will be on same cost and same terms & conditions if mutually agreed by both parties (audit firm and SHCC).

Details of the services to be provided are given in the scope of service in Section [4.4] hereto.

Bidder will be selected under procedure described in this Bidding Document (BD), in accordance with the Sindh Public Procurement Rules 2010 which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This BD includes the following Sections:

- Invitation for Bids
- Instructions to Bidders (ITB)
- Terms of Reference
- Contract

Proposals must be submitted at address mentioned below;

Sindh Healthcare Commission
Block C 2nd Floor FTC
Building Shahrah-e-Faisal
Karachi.

3 INSTRUCTIONS TO BIDDERS (ITB)

3.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

Sindh Healthcare Commission
Block C 2nd Floor FTC
Building Shahrah-e-Faisal
Karachi.
Phone # 021-38656000

3.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]. For detailed criteria, please refer to **section 3.6.4**.

3.3 Corrupt Practice

1. SHCC requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]
2. SHCC will not reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part bidder will lead to disqualification/ blacklisting/

legal proceeding regardless of the price or quality of the product.

3.4 Preparation of Bids

3.4.1 Bidding Process

SHCC will follow Sindh Public Procurement Regulatory Authority (SPPRA) Rules for the entire bidding process. The selection of audit firm will be based on LeastCost Selection method. SHCC will adopt single stage two envelopes bidding procedure to call for proposals.

The bid shall be a single package clearly marked as, “Proposals for External Auditor” consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”. In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the SHCC. The SHCC shall evaluate the technical proposal in the manner prescribed in the section –4.8 given in the document, without reference to the price and shall reject any proposal which does not conform to the specified requirements. During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the technical proposals, the SHCC shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders. The technical and financial proposal will be evaluated on the basis of SHCC evaluation criteria as provided in section 4 of the document.

The scope of activities set the basis of technical approach to be adopted by the potential audit firms. The audit firms who will get minimum 70 marks in technical evaluation will be called for financial bid opening and contract negotiations.

3.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SHCC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SHCC must be written in English. [SPPRA Rule 6 (1)]

3.4.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Form for Financial Proposal is available as annexure F.

3.4.5 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan. [SPPRA Rule 42 (2)]

3.4.6 Bid Security

The SHCC shall require the bidders to furnish the Earnest Money of 2% of bid price, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, in order to provide the SHCC reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SHCC as non-responsive. Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [3.7.4]; or
 - Does not abide by the terms of Contract Agreement.

3.4.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SHCC; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who;

- a. Agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity;
- b. Agree to the procuring agency's request for extension of bid validity period shall neither be requested nor permitted to change the price or other conditions of their bids. [SPPRA Rule 38 (7)]

3.5 Submission of Bids

3.5.1 Response Time

Bidders are required to submit their Bids within Twenty (20) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids will be received by SHCC at the address specified under ITB Section [3.1] within office hours. [SPPRA Rule 18 (2)]

3.5.2 Extension of Time Period for Submission of Bids

SHCC may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- a. Fewer than three bids have been submitted and SHCC is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- b. If the SHCC is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22(2)]

3.5.3 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SHCC shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)].

3.5.4 Late Bids

Any bid received by SHCC after the deadline for submission of bids prescribed by SHCC [3.5.1] pursuant to ITB Section [3.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

3.5.5 Withdrawal of Bids

The Bidder may withdraw his bid after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SHCC prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [3.4.7].

3.5.6 Cancellation of Bidding Process

1. SHCC may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

2. SHCC shall incur no liability towards the bidders, solely by virtue of its invoking subrule (3.5.6 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SHCC shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

3.5.7 Mechanism for Redressal of Grievances

SHCC has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SHCC during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. Prohibit the consultant selection committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. Annul in whole or in part, any unauthorized act or decision of the consultant selection committee; [SPPRA Rule 31(4-b)] and
3. Reverse any decision of the consultant selection committee or substitute its own decision for such decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

The Committee shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SHCC. [SPPRA Rule 31(5)]

SHCC shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

3.5.8 Matters not subject to Appeal or Review

The following actions of the SHCC shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SHCC; [SPPRA Rule 33 (1)]
- Decision by the SHCC under ITB section [3.5.6]. [SPPRA Rule 33 (2)]

3.6 Opening and Evaluation of Bids

3.6.1 Opening of Bids by SHCC

The opening of bids shall be as per the procedure set down in Section 3.4.1 dealing with Bidding Process.

3.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SHCC may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule43]

3.6.3 Preliminary Examination

SHCC will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SHCC may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SHCC.

If a bid is not substantially responsive, it will be rejected by SHCC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.6.4 Mandatory Eligibility Criteria

The bidder, fulfilling the criteria, will be considered as eligible audit firm for the bidding process of External Auditor;

1. The bidder must have satisfactory QCR rating from ICAP during last three years consecutively.
2. The bidder should be on State Bank of Pakistan (SBP) panel of approved auditors in category A or B.
3. The bidder shall be considered disqualified from the very outset, if not registered under applicable sales tax laws.
4. Office of the bidder must be situated at Karachi.
5. The bidder should be Active Taxpayer as per updated Active Taxpayer List.
6. The bidder will provide signed affidavit to ensure that the bidder is not:-
 - Found blacklisted by SPPRA.
 - Reported unsatisfactory performance by any other procuring agency in the past.

Note:

Kindly fill the following necessary annexure required for the above mandatory eligibility criteria and attach the supporting documentary evidences as mentioned in each annexure;

Annex - A:	Organization Information (Form 'A')
Annex - B:	Eligibility Response Checklist
Annex - C:	Relevant Experience of the Organization (Form 'B')
Annex - D:	Key Management Staff of Firm (Form 'C')

And also sign the declaration form at the end of document and attach with your other documents.

3.6.5 Discussions Prior to Evaluation

If required, SHCC may call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

3.7 Award of Contract

3.7.1 Award Criteria

Subject to ITB Section [3.7.2], SHCC will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Consultant Selection Committee of the SHCC.

3.7.2 SHCC's Right to Accept Any Bid and to reject any or all Bids

- SHCC reserves the right to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s) [SPPRA Rule 25]

3.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SHCC will notify the successful Bidder in writing by letter, that his/her bid has been accepted. The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [3.7.5], SHCC will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [3.4.6].

3.7.4 Signing of Contract

Within 15 Days from the date of notification of the award the successful bidder shall furnish to SHCC particulars as may be asked by the SHCC.

The Contract shall be signed by parties within 20 Days of award of contract. Refer to Section 5 for Conditions of Contract.

3.7.5 Performance Security

Within 15 DAYS of receipt of the notification of award from SHCC, the successful Bidder shall furnish to SHCC the Performance Security of 5% of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SHCC, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [3.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SHCC may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SHCC and returned to the Bidder not later than thirty (30) days following the date of successful completion of the Bidder's performance obligation under the Contract.

3.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this BD.

3.7.7 Special Conditions of Contract

Same as General Conditions of the Contract.

3.7.8 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SHCC.

4 TERMS OF REFERENCES OF EXTERNAL AUDIT

The Sindh Healthcare Commission Act 2013 requires the appointment of a firm of chartered accountants for audit of accounts of the commission. [SHCC Act, Section 34 (3)]. External Auditor has to comply the following terms of references.

4.1 The Overall Objective

The objective of this bid is to appoint a suitable independent External Auditor who shall certify the statement of accounts of the commission and give the auditors' report thereof. [SHCC Act, Section 34 (4)].

4.2 Contract Period

The duration of the contract is for a period of one year and may be extended for a further period. SHCC will reserve the right to review the contract at the end of the term.

4.3 Conduct of Work

The external auditor will be required to work at the SHCC premises. In some instances, where necessary, work may be extended to where projects are being implemented. SHCC will provide office space for the external auditor as required.

4.4 Scope of External Auditor

The scope of work shall include, but not be limited to, the following broad areas:

- i. Audit of accounts of SHCC for the period ending June 30, 2018 in accordance with
 - a. Revised Accounting and Financial Reporting Standards for Small and Medium-Sized Entities issued by The Institute of Chartered Accountants of Pakistan, duly adopted by the Board of Commissioners, and
 - b. Applicable provisions of the Sindh Healthcare Commission Act, 2013 and relevant government rules and directives.
- ii. Identification and assessment of the risks of material misstatements of the Financial Statements.
- iii. Obtaining an understanding of Internal Control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.
- iv. Evaluation of the appropriateness of the accounting policies used, reasonableness of accounting estimates and related disclosures made by the management.
- v. Evaluation of the overall presentation, structure and content of the Financial Statements

4.5 Expected Outcomes and Deliverables

- i. An independent opinion in the form of audit report stating that, whether or not, financial statements present fairly, in all material respects, the financial position of the Commission.
- ii. Management letter stating findings related to the non-compliance of applicable rules and regulations.

4.6 Conditions of Tender

Services of successful bidder will be secured in accordance with the SHCC's Procurement Policy subject to the following conditions:

1. The SHCC reserves the right to award or not to award this contract;
2. Bidders who fail to complete and attach all relevant documents will be disqualified;
3. The prices quoted must be all taxes inclusive;
4. No tender document will be accepted if not properly sealed and marked;
5. Documents submitted to SHCC will not be returned and will be treated in strictest confidence;
6. The SHCC has the right to visit the business premises to verify the information provided in the bidding documents;
7. It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing time and date of the tender;
8. Bids received after closing time and date are late and will NOT be considered;
9. Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the SHCC will not be responsible for;
10. Any change of information provided in the tender document that may affect delivery should be brought to the SHCC's attention as soon as possible. Failure to comply may result in the contract being terminated;
11. The Bidders presenting information intentionally incorrectly or fraudulently will be disqualified;
12. The SHCC will enter into a formal contract with the successful bidder.

4.6.1 Bidding Document Fees

Interested eligible bidders may obtain further information on the bid and collect the bidding documents from the office of Sindh Healthcare Commission, Government of Sindh, 2nd Floor, Block-C, FTC Building, Sharah-e-Faisal, Karachi, within 20 days from the date of advertisement during office Hours, i.e. from 9:00 am to 5:00 pm on payment of document fee of Rs. 1,000/- in the form of Pay order/Demand Draft in favor of Sindh Healthcare Commission. This bidding document can also be downloaded from the website of SPPRA, i.e. in which case document fee required in the specified format may be submitted along with the bid. Only the bids submitted with the document fee or proof of payment thereof will be considered as eligible for participation in the bidding process.

4.7 Evaluation Criteria

- SHCC will resort to “Single stage – two envelope procedure” for the award of contract as per SPPRA's Rules, 2010. Technical Approval shall be based on bidder's criteria mentioned below for comparative technical evaluation. The financial proposals of only those technically responsive bidders who will obtain minimum 70% marks will be opened [SPPRA Rule 33 (1)] and the bidder with the lowest quoted cost or bid shall be selected.

4.8 Technical Proposal

- i. In first stage, only Technical proposals will be opened in the presence of bidder's representatives.
- ii. The technical bids will be evaluated and minimum score for selection/opening of financial bids is 70%.
- iii. Technical evaluation of the bidder shall be based on information provided in Technical Proposals and presentation by bidder's representative.
- iv. As part of technical evaluation, bidders may be asked to conduct presentation / demonstration.
- v. The technical proposal of eligible bidder will be evaluated using the scoring guide attached as annexure - E.

4.9 Financial Proposal

- i. On the basis of technical evaluation, the financial proposal of only technically responsive bidders will be opened.
- ii. Financial proposals of bids found substantively technically non-responsive will be returned un-opened.
- iii. The bidder with lowest quoted cost or bid shall be selected.
- iv. The financial proposal of the bidder is attached as annexure - F.

4.10 Type of Contract

The type of contract will be based on lump sum cost per year basis that includes but not limited to the scope of job and terms of references and any out of pocket expenses, where required. Contract will be valid for one year from date of signing of contract. Contract may be extended for another term based on same cost and same terms & conditions mutually agreed by both parties (bidder and SHCC).

4.11 Pre-Bid Meeting

A pre-bid meeting will be conducted (if required) on....., 2018 at 1:00 PM in SHCC office for clarification of queries and more understating of the project.

4.12 DECLARATION

Kindly provide the declaration as per format provided below at the end of proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects; and
- I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of " [Click here and type the name of organization]"

Name:	
Designation:	
Signature:	
Date andPlace:	

4.13 Submission of Bids (Technical and Financial Proposal)

Complete bid containing technical and financial proposal along with all required information & documentary evidences may be delivered to

Sindh Healthcare Commission
Block C 2nd Floor FTC
Building
Shahrah-e-Faisal,
Karachi.

The Bids shall be submitted till 01:00 PM on 17th August, 2018. Technical proposals will be publicly opened on the same day i.e. 17th August, 2018 at 2:00 PM in the presence of bidder's representatives who wish to attend the bid opening.

a- Cover Letter for the Submission of Technical Proposal and Financial Proposal

[Firm letterhead] [Date]

To,
Chief Executive Officer
Sindh Healthcare Commission
[Address mentioned in Data Sheet]

Re: Technical Proposal and Financial Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal and financial proposals including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

5 CONTRACT

(As will be executed if the bid qualifies)

5.1 Conditions of Contract.

As per clause 5

5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

Applicable Law means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means Sindh Health Care Commission.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the Annual Fee for Assignment.

“Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and
“Members” means all these entities.

“Party” means the SHCC or the Consultant, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SHCC or the Consultant may be taken or executed by the

officials.

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) Has informed the other Party, as soon as possible, about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task,

shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination of Contract

As per clause 5

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

If the SHCC and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.13 Obligations of the Consultant

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

5.1.13.1 Conflict of Interest

The Consultant shall hold the SHCC's interest's paramount, without any consideration for

future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.13.2 Confidentiality

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

ANNEXURE - A “ORGANIZATION INFORMATION”

Form A: Bidder Profile		
S #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	Core business area/s of the organization	
5	What is the legal status of your Organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization
		Section 42 Company
		Public Ltd. Company
		Private Ltd. Company
		Partnership Firm
		Others (Please specify)
6	Name and designation of ‘Head of Organization’	
	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
7	Name and designation of ‘Contact Person’:	
	Phone/s:	
	Mobile:	
	Email:	
	Fax:	

ANNEXURE - B “Eligibility Response Checklist”

Sr. No.	Necessary Eligibility Information	Response/Elaboration	
1	Satisfactory QCR Rating from Institute of Chartered Accountants of Pakistan.		
2	Firm should be on State Bank of Pakistan (SBP) panel of approved auditors for at least last five (05) Years in category A or B.		
3	Mention Sales Tax Number (STN) and National Tax Number (NTN) in the name of Organization and provide a copy of registration	Sales Tax Number (STN)	
		National Tax Number (NTN)	
4	Tax Returns for last three years		
5	Attached firm profile representing its registered offices in Pakistan (particularly in Karachi) or attached declaration of office addresses at signed firm letter head.		
6	A certificate/affidavit indicating that the firm is not blacklisted by any Government Autonomous Body.		

ANNEXURE - C “Relevant Experience”

Form ‘B’: Relevant Experience			
Sr. #	Required Information	Response (Please provide exact information with case title, location/s and duration)	
1	Company name		
2	Consultancy duration in months		
3	Location/s (districts/tehsils)		
4	In case of skills training related company please check the box	Relevant	Not Relevant

ANNEXURE - D “Key Management Staff Information”

Form ‘C’: Key Management Staff Information (Sheet 1 ¹)				
Sr. #	Required Information	Response		
1	Name			
2	Position			
3	Firm Name			
4	Age			
5	Years of association with the firm			
6	Core professional area of work			
7	Assigned tasks in this firm			
8	Please name similar assignment undertaken by the individual			
10	Specific role of the individual in this Activity			
11	Please provide information on additional experience in audit cases			
	Position	Employer	Duration	
			From	To
12	Educational Qualifications			
	Degree/Diploma/Certificate	Year	Institution	Specialty

ANNEXURE - E “Technical Evaluation Criteria”

CRITERIA AND POINT SYSTEM FOR TECHNICAL EVALUATION

Eligibility Criteria of Audit Firm					
S. #	Description	Marks	Qualifying Marks	Detail of Marks	
1	Experience of Firm for Audit of Government/Semi Government/Autonomous Body	15		Below 3 Year	5 Marks
				3 to 5 years	10 Marks
				Above 5 years	15 Marks
2	Financial capability (Worth) of Firm as per latest Balance Sheet footing	10		Below 5 Million	0 Marks
				5 to 10 Million	5 Marks
				Above 10 million	10 Marks
3	Financial Volume of Audited Accounts of Government/Semi Government/Autonomous Body	10		Below 1 Billion	0 Marks
				1 to 5 Billion	5 Marks
				Above 5 Billion	10 Marks
4	Categories as per State Bank of Pakistan	10		Category B	5 Marks
				Category A	10 Marks
5	International Affiliation of Audit Firm	10		No	0 Marks
				Yes	10 Marks
6	Experience of Firm in handling the accounting and financial services and conducting similar assignments of Sindh Government	15		Less than 5 Assignments	5 Marks
				5 to 10 Assignments	10 Marks
				More than 10 Assignments	15 Marks
7	No. of Chartered Accountants in the firm.	10		More than 2	5
				More than 5	10
8	No. of Chartered Accountants to be engaged in this assignment	10		1	5 Marks
				2 and Above	10 Marks
9	Team Leader’s Experience	5		Below 3 years	0 Marks
				3 to 5 Years	3 Marks
				Above 5 Years	5 Marks
10	Team Leader’s Experience of Volume of Similar Assignments	5		Below 1 Billion	0 Marks
				1 to 5 Billion	3 Marks
				6 Billion and Above	5 Marks
	Total Marks	100			

Note: Attachment of relevant evidence is necessary for each of the above mentioned criteria

ANNEXURE - F “Financial Proposal”

Annual audit fee including out of pocket expenses shall be PKR. _____.

Note: Income tax will be deducted as per Income Tax Rules prevails at the time of payment.

ANNEXURE “G”

SCHEDULE OF AVAILABILITY, SUBMISSION & OPENING OF BIDS

For details refer to Newspaper Advertisement published on the subject matter.