



## AUDIT OVERSIGHT BOARD

**T# 01/22-23**

### **Request for Proposals**

The Audit Oversight Board invites sealed bids from the service providers based in Islamabad registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Provincial / Islamabad Capital Territory tax authorities regarding tax on services for:

### **Manpower Outsource Services**

Interested service providers based in Islamabad may get bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid validity, opening of bid, terms of reference, evaluation criteria and clarification/rejection of bids etc. for the abovementioned requirement from the undersigned free of cost and can also download the same from [www.aob.gov.pk](http://www.aob.gov.pk)

The bids prepared in accordance with the instructions in the bidding documents, must reach the undersigned on or before **November 08, 2022** by 1100 Hrs. and will be opened on the same day at 1130 Hrs.

In case of any queries relating to the aforementioned, the HR & Administration Department may be contacted on Telephone No. +92 (51) 9100 381 or by sending an email at [info@aob.gov.pk](mailto:info@aob.gov.pk) during office hours (Monday to Friday excluding Public Holidays)

HR & Administration Manager

Audit Oversight Board

1407, 14th floor, ISE Towers, 55-B Jinnah Avenue, Blue Area, Islamabad

## Terms and Conditions for Bids and Service Providers

1. Tender Identification Number: **TENDER # 01/22-23**
2. The Procurement Agency is:

### **Audit Oversight Board**

1407, 14th floor, ISE Towers, 55-B Jinnah Avenue Islamabad

3. The Audit Oversight Board invites sealed bids from service providers registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on the Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

### **Manpower Outsource Services**

through

### **SINGLE STAGE TWO ENVELOP METHOD**

4. Bids shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid. The two envelopes shall be clearly marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters.
5. Initially, only the envelope marked as **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
6. After the evaluation and approval of the technical bid, only financial bids of the technically accepted bids will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
7. Only registered service providers who are on the Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the AOB. **Bids of all those bidders who are inactive on the Active Taxpayers List on the date of bid opening shall be rejected.**
8. Relevant details including terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the AOB website: [www.aob.gov.pk](http://www.aob.gov.pk)
9. The bid validity period shall be 150 days.
10. AOB reserves the right to reject all bids and cancel this invitation to bid at any stage of the bidding process.
11. It is of utmost importance that all bids should be submitted very carefully, and the instructions set forth above must be carefully complied with, failing which the offer will be ignored and/or rejected.
12. The language of the bid is English and alternative bids shall not be considered.

13. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
14. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the service providers shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained at any stage of the process and may disqualify the original offer.
15. The rates must be quoted strictly in accordance with the bidding documents and Annexure(s).
16. Discounts (if any) offered by the service provider shall be part of the bid.
17. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
18. Service Charges in percentage terms and exclusive of applicable sales tax rate, quoted by the bidder shall be considered for evaluation.
19. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered to be inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as the lowest evaluated service provider.
20. Free of cost benefits (if any) offered by the bidder shall be part of the bid.
21. The quantities/strength/requirements required may vary according to AOB's requirements.

22. The interested companies/firms must have a regular business address, telephone number and email address and must provide proof of their existence in the particular business, for not less than one year.
23. Bids shall be evaluated as per the evaluation criteria prescribed in the bidding documents.
24. Tax shall be deducted/withheld as per applicable sales tax and income tax law. If selected service provider is not in the Active Taxpayers List at the time of payment, then his payment shall be stopped till he files his mandatory returns and appears on the Active Taxpayers List of FBR.
25. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, if applicable.
26. Services provided shall be paid in respect of all applied allowances, duties and taxes.
27. The strength of employees may increase/decrease according to AOB's requirements.
28. The bidders do not have an option of submitting their bids electronically.
29. Telegraphic and conditional bids will not be accepted.
30. Unsealed bids will not be received, and all such bids shall be rejected.
31. AOB shall disqualify any service provider if it finds at any time that the information submitted by the service provider is false and materially inaccurate.
32. Clarification if any on the requirement may be obtained from: [info@aob.gov.pk](mailto:info@aob.gov.pk)
33. The place of bid destination is: **Audit Oversight Board**, 1407, 14th floor, ISE Towers, Islamabad.
34. The envelopes shall bear the following additional identification marks:

**Bid for:            Manpower Outsource Service**

**Bidder Name: XYZ**

**Attention: HR & Administration Manager**  
Audit Oversight Board  
1407, 14th floor, ISE Towers, 55-B Jinnah Avenue, Islamabad.

35. The deadline for the submission of bids is:

**Date: November 08, 2022**

**Time: 1100 Hrs.**

36. The bid opening shall take place at:

**ISE TOWERS AUDITORIUM (basement)**

ISE Towers, 55-B Jinnah Avenue, Islamabad

**Date: November 08, 2022**

**Time: 1130 Hrs.**

37. A statement “**Not to be opened before 1130 Hrs. November 08, 2022**” shall be clearly mentioned in legible writing on the top of the sealed bid.

38. The bids received after the due date and time will not be entertained.

39. Rates quoted must be valid for three years.

40. Successful bidder will have to sign a legal agreement with AOB. All the services shall be in accordance with the agreement signed between the parties’ i.e., AOB and the successful bidder;

**Note:**

a. **The attachment details are as under:**

1.	Terms of Reference	<b>Annex “A”</b>
2.	Evaluation Criteria	<b>Annex “B”</b>
3.	Technical Evaluation form	<b>Annex “B1”</b>
4.	Bid Submission Form	<b>Annex “C”</b>
5.	Sample agreement	<b>Annex “D”</b>
6.	Documentary Evidence Form	<b>Annex “E”</b>

b. **If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.**

**Terms of Reference of Driver/Peon**

<b>Description</b>
<ol style="list-style-type: none"><li>1. Drive office vehicle(s);</li><li>2. Take care of the day to day maintenance of assigned vehicle(s), check oil, water, battery and brakes;</li><li>3. Log vehicle trip(s);</li><li>4. Comply with the safety rules of the traffic;</li><li>5. Comply with the rules and regulations of the Audit Oversight Board;</li><li>6. Serve tea/water to guests;</li><li>7. Office cleaning;</li><li>8. Reception and protocol of high profile guests;</li><li>9. Any other task as assigned.</li></ol> <p>Qualification: Primary pass with a valid driving license.</p> <p>Experience: Three years of minimum relevant experience.</p>

**Evaluation Criteria**

Evaluation of received bids will be carried out based on the following criteria.

S. No.	Evaluation Grounds	Marks
<b>Technical Evaluation (to be filled in form B1)</b>		
A	Experience in the field, in number of years, since inception of business operations as registered relevant service provider (1 Mark per Year, Max marks for 10 years plus experience)	<b>10</b>
B	Clientele of the firm (number and nature of the clients) list of past clients with reason of discontinuation of services List of present clients (1 mark for each of the Government/ Autonomous Bodies, Financial Institutions/ banks, Private Sector; subject to maximum of 10 marks for each of the mentioned categories)	<b>30</b>
C	Geographical Coverage (10 marks for office in Islamabad/Rawalpindi and 5 marks for office at Karachi and 5 marks for Lahore.	<b>20</b>
<b>Total</b>		<b>60</b>
<b>Financial Evaluation to be filled in Bid submission form</b>		
E	Service charges exclusive of Sale Tax/GST only on basic salary paid by the AOB.  <b><u>Note: Sales Tax as applicable w.r.t each location will be charged on gross amount of the Invoice.</u></b> <i>Clarification if any on the requirement may be obtained from: <a href="mailto:info@aob.gov.pk">info@aob.gov.pk</a></i>	

**Note:**

- Only the bids securing 60% marks i.e. 36 marks out of 60, and above marks out of 60 in the technical evaluation shall be considered for financial bid opening.
- The lowest financial bid i.e. lowest quoted percentage rate of services charges exclusive of sales tax, shall be awarded the contract.

**Technical Evaluation form**

Name of Bidder: \_\_\_\_\_ Year of establishment as a registered service provider: \_\_\_\_\_

S . N o	Name of client	Sector (Government / Autonomous Private/ Financial/ Banks)	Past client / Curr ent Clien t	Date of contract		Types of services e.g. Office attenda nts, clerical, manage ment	Reason of discontin uation in case of past client	No of resour ce hired (pleas e separ ately define resour ce hired for each level for e.g. office attend ants, cleric al, mana gemen t)	Locati on of offices	Steps /procedu re for hiring
				From	To					

Note: Any bidder who will unbalance to provide the requisite information on the required format shall be rejected.



**Bid Submission Form**

**Bidders are required to submit rates considering applicable laws in Pakistan.**

Job Categories	Salary Structure		Number of Resources
	Basic Salary		
	Minimum	Maximum	
Office Support, services (Office Attendant, Driver/Peon, Watchman etc.)	Minimum set wage by the Fed Govt.	40,000 /-	2

**Note:**

1. More resources may be hired on need basis in the above-mentioned job categories.
2. Above-mentioned details are of 2 employees in the said employment category.

The detail is as follows:

Category	No. Of Employees	Gross Salary (M)
Office Support, services (Office Attendant, Driver/Peon, Watchman etc.)	2	80,000
<b>Total</b>	<b>2</b>	<b>80,000</b>

**Note:**

- Bidder shall quote service charges (in percentage) excluding sales tax on total Value of Rs. 70,000.
- Bidder must provide the quote as per requirement of the bid.

3. Any addition/deletion in the number of employees shall be made as per the requirements of AOB and service charges shall be calculated accordingly.
4. Quoted rates shall be exclusive of Group Life Insurance, in case of normal death minimum payment shall be rupees one million whereas, in case of accidental death minimum rupees two million shall be paid.
5. Quoted rates shall be exclusive of statutory payments in accordance with applicable laws.
6. After the contract is awarded, the service provider will arrange and pay medical as well as group life insurance to its employees and dependents. The same will be reimbursed from the AOB through invoice.

**Sealed Financial Bid shall be submitted as under:**

<b>S. No.</b>	<b>Description</b>		<b>Remarks/Clarity</b>
a	Monthly Gross Salary	80,000	
b	Quoted <b>Percentages Rate</b> of the service charges exclusive of sales tax	%	Should be quoted in Percentage (%)
c	Quoted <b>Amount of the service charges against quoted percentage rate</b> exclusive of Sales tax		$c = b \times a$
d	Quoted <b>Annual Amount of the service charges</b>		$d = c \times 12$

**Note:**

- Only bids securing 60% marks i.e. 36 marks out of 60, or more in the technical evaluation shall be considered for financial bid opening and at par/equivalent.
- The lowest financial bid i.e. lowest quoted percentage rate of services charges exclusive of sales tax, shall be awarded the contract.

## SAMPLE AGREEMENT

*(Terms and Conditions may be revised with mutual consent of both parties at the time of signing of the agreement)*

This agreement (the "agreement") is made on this \_\_\_\_\_ day of 2022

**Between and By**

**The Audit Oversight Board** is established under the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at **1407, 14<sup>th</sup> floors, ISE Towers, 55-B Jinnah Avenue Islamabad** (the "AOB", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

**AND**

The **Successful Bidder**, (hereinafter referred to as **(Successful Bidder)**, which expression shall, wherever the context so admits, include its successors in interest and permitted assigns of the Other Part.

AOB and the **(Successful Bidder)** shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

**Whereas,**

- A. The AOB requires services of a reliable company having a good market reputation to provide secretarial/administrative/auxiliary, and other support services for its office in Islamabad.
- B. **(Successful Bidder)** represents and warrants that it has the ability to provide services as required by the AOB.
- C. The AOB has agreed to appoint **(Successful Bidder)** as its non-exclusive service provider for the provision of the services stated herein subject to the terms and conditions set out hereinunder.

**Now therefore**, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

**1. Duration**

This Agreement will become effective as of \_\_\_\_\_ and will remain in effect for a period of three years (the "Term") or until terminated in accordance with Clause 6. The termination of this Agreement will not;

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended and/or modified by a written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

## **2. Appointment and Description of Services**

- 2.1 **(Successful Bidder)** will provide the services in accordance with Annexure A of this Agreement (“Services”). The provisions of this Agreement shall regulate the utilization of Services provided by **(Successful Bidder)** to the AOB and shall not apply to any other activity or operation of the AOB.
- 2.2 **(Successful Bidder)** undertakes to employ all the existing human resource, subject to their consent, provided by **(Successful Bidder)** pursuant to this Agreement for provision of Services. The said employees and other temporary or permanent employees of the **(Successful Bidder)** deputed to perform Services in terms of this Agreement shall be hereinafter referred to as ‘**Successful Bidder Employees**’. The Services in connection with this Agreement shall only be performed in Pakistan. These Services shall be provided at any Office of the AOB within the country as may be required by the AOB.
- 2.3 Notwithstanding anything to the contrary contained herein, **(Successful Bidder)** shall timely obtain and maintain any permits, licenses, approvals required with respect to the Services performed under this Agreement and shall hold the AOB harmless and indemnified against any loss or damage sustained as a result of **(Successful Bidder)** failure to obtain and maintain any permits, licenses or approvals as aforesaid.

## **3. Duties of (Successful Bidder)**

- 3.1 **Successful Bidder** shall ensure that:
- a) The Services are performed by **Successful Bidder** employees on the basis of a 5-day working week. The **Successful Bidder** Employees are allowed leaves with pay as per rules of **Successful Bidder**, **any other leave shall be without pay.**
  - b) **Successful Bidder deputed for the** provision of Services are suitably qualified and **trained to perform** the Services as may be specified/required by the AOB from time to time for **each type of service.**
  - c) The **Successful Bidder Employees** in the course of the performance of Services comply with all reasonable directions given by the AOB and its officers.
  - d) **Successful Bidder Employees** comply with all applicable laws, rules and regulations and the customs of Pakistan and the rules and regulations of ethics and conduct prescribed by the AOB.
  - e) All Services are carried out with reasonable skill and care.
  - f) **Successful Bidder** and the **Successful Bidders Employees** promptly notify AOB of any matter

coming to their knowledge which could have a material effect on the operations or affairs of the AOB.

- g) The Successful Bidder (Employees) comply with any regulations provided to Successful Bidder under clause 4.1 here in below.
- h) Successful Bidder shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each Successful Bidder Employee is entitled under his contract with Successful Bidder. Such payments shall be made by Successful Bidder in a timely manner and the AOB will ensure timely payment of Successful Bidder invoices for services rendered. For the sake of clarity, it is specifically provided that the AOB shall not be liable to any Successful Bidder Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any account whatsoever.
- i) Successful Bidder shall deal with all claims made by Successful Bidder Employees exclusively and in this regard, the AOB will not be responsible at all.
- j) Successful Bidder shall indemnify and hold the AOB, its Members, Employees, Advisors and Consultants harmless from and against any and all claims for the payment of any loss, damage or injury, costs, litigations, charges and expenses sustained, suffered or incurred by Successful Bidder, or any employee of Successful Bidder for the payment under any law, equity or contract of any sum or sums in connection with the employment of such employees and personnel.
- k) None of the Successful Bidder Employees shall be entitled to seek employment of the AOB, merely on the ground that he had been engaged by Successful Bidder during the tenure of this Agreement or was utilized by Successful Bidder, for the execution of contract with the AOB under this Agreement / any agreement.
- l) None of the Successful Bidder Employees shall pose or act as an employee of the AOB or shall issue visiting card, official card, official stamp etc., on their own;
- m) Successful Bidder shall ensure to take the affidavit from its employees confirming that they have not been involved in any criminal activity.
- n) Successful Bidder will be responsible to maintain and organize complete records/ bio- data, two recent photographs plus two written references of each (Successful Bidder) Employee including but not limited to educational record, contact information, detail of dependents, detail of relatives working with the AOB, details of previous employer(s), reference check etc. in their personal files; Successful Bidder will also ensure to get the declaration from its employees regarding genuineness of all documents including educational, experience, salary slips, CNIC and driving license (if applicable) etc., including written permission/willingness of the candidate regarding verification of all the documents as and when required. Successful Bidder will issue offer letter to its employees at the time of placement in AOB including experience or any other letter from time to time. Successful bidder shall provide the aforementioned data to AOB either in hard form or in soft form.
- o) Successful Bidder shall also obtain Conflict of Interest Statement from its employees, which shall include information regarding existing or potential conflicts of interests of any nature with Successful Bidder or the AOB or any Contractors/Vendors of the AOB.

- p) Successful Bidder shall ensure that its employees also submit information regarding their relatives who are working with Successful Bidder, the AOB or any Contractor/ Vendor of the AOB.
  - q) During the contract, if AOB would require to replace any manpower resource, the Service provider shall ensure to replace that resource on urgent basis on a written request.
- 3.2 **Successful Bidder** will ensure compliance of payment under the provisions of all applicable Labor Laws, i.e., E.O.B.I., Social Security, Education, Gratuity, Medical and Group life insurance etc. (if any and if applicable) and will indemnify the AOB against any claims, costs, proceedings, litigations in this regard. The **Successful Bidder** shall submit proof of compliances in this regard to the AOB when required. Successful bidder shall coordinate with the relevant authorities/institutes and update all the related information including fluctuation if any, and ensure that all its employees have EOBI, Medical and Group Life Insurance and employment cards at all the times.
- 3.3 If at any time during the continuance of this Agreement:
- (i) a **Successful Bidder** Employee commits any act or omission, whether or not in connection with the Services to be provided pursuant to this Agreement, which is contrary to the interests of the AOB; or
  - (ii) a **Successful Bidder** Employee conducts himself in a manner prejudicial to the interest of the AOB whether or not in connection with the Services to be provided pursuant to this Agreement;
  - (iii) Then the **Successful Bidder** shall withdraw such **Successful Bidder** Employee from providing any further Services under this Agreement, immediately after receipt of written notice from the AOB and promptly replace such **Successful Bidder** Employee with an appropriate substitute acceptable to the AOB.

#### 4. **Duties of the AOB**

- 4.1 The AOB shall provide the **Successful Bidder** with copies of any and all internal regulations required to be complied with by the **Successful Bidder and Successful Bidder Employees** during the performance of the services including but not limited to, literature relating to code of conduct and security procedures. The AOB shall notify the **Successful Bidder** of any changes to the same during the subsistence of this Agreement.
- 4.2 Save as may otherwise be agreed in writing by the Parties hereto, the AOB shall provide the **Successful Bidder** Employees with such equipment and materials of whatsoever nature as are required and considered necessary in the sole opinion of the AOB for the proper performance of the Services. Such equipment and materials shall be of good quality and in conformity with the standards generally observed by other employers. In case of any loss, **Successful Bidder employee** shall be responsible.
- 4.3 AOB shall provide the **Successful Bidder Employees** with facilities at its premises which are required to carry out the contract services.

#### 5. **Payment for Services**

That in consideration of the execution of contract performed in conformity with the provisions of

this Agreement and in the manner specified in the conditions of the contract;

- 5.1 The **Successful Bidder** shall submit its invoice on the 20<sup>th</sup> day of the month falling after commencement of this Agreement and the AOB shall ensure payment for whole month, within fifteen days of receipt of invoice thereto. Subsequently, invoices for services performed will be raised on 20<sup>th</sup> of every month covering the period i.e. from 1<sup>st</sup> day to the last date of every month. The AOB will ensure to make payment after deduction of all applicable taxes. Payments by AOB to be made in arrears. AOB shall make all the payments before the disbursement of salary to employees.
- 5.2 The AOB shall make payments of the invoiced amounts to **Successful Bidder** in Pak Rupees, within fifteen days of receipt of invoice from **Successful Bidder**. In case of any disputed amount in any invoice, the disputed amount will be deducted and AOB shall pay the undisputed balance. Such payment shall not be deemed to be an admission as to the disputed amount. The amount in dispute shall be settled by mutual consultation between the Parties and payment of the disputed amount will be made by the AOB based on such settlement. At the time of invoice, the Successful Bidder will also send separate statement regarding change in salary on account of new joining, without pay salary cases, arrears, gratuity and all other related with. However, any additional payment made by the successful bidder to its existing or ex-employees or other institutes/ bodies shall not be considered as disputed amount and the AOB shall not be liable for any payment.
- 6. Termination**
- 6.1 The AOB may terminate this Agreement without any liability and without cause upon giving thirty (30) days prior written notice to the **Successful Bidder**.
- 6.2 The AOB may terminate this Agreement with immediate effect if it believes on reasonable grounds that any of the following events has occurred or is likely to occur with reference to **Successful Bidder**;
- (a) **Successful Bidder** is wound up in terms of the Companies Act, 2017; or
  - (b) **Successful Bidder** suspends payment of its debts or is deemed unable to pay its debts under any applicable law; or
  - (c) **Successful Bidder** ceases to carry on business as a going concern or ceases to be in a position to fulfill its obligations under this Agreement.
  - (d) **Successful Bidder** fails to comply with clause 3 of this Agreement.
- 6.3 If any Party commits any material breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, is not remedied within 14 days of written notice from the other Party requesting the defaulting Party to remedy the breach) then the other Party shall be entitled to terminate this Agreement forthwith through a written notice intimating the effective date of such termination.
- 6.4 This Agreement may be terminated if compliance of the terms herein is prevented or hindered for reasons beyond reasonable control of the Parties ("Force Majeure"). Before termination, the Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the

Force Majeure persists for more than ten days, the affected Party may give written notice to the other Party of its intention to terminate this Agreement because of Force Majeure.

- 6.5 No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, have been made, promised, sought or accepted – neither directly or indirectly – as an inducement or rewards for obtaining this Agreement. Any such practice will be grounds for the immediate termination of this Agreement at the discretion of the AOB and for such additional action, civil and/or criminal, as may be appropriate.

## 7. Confidentiality

- 7.1 **Successful Bidder** shall not and shall ensure that the **Successful Bidder** Employees do not, use, divulge or communicate to any person any information whatsoever which they come across during the provision of the Services ("Confidential Information"). This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorized disclosure by or the fault of **Successful Bidder**, or any **Successful Bidder** Employee. **Successful Bidder** undertakes to return to the AOB and shall ensure that the **Successful Bidder** Employees return to the AOB, all materials, whether documentary or otherwise, together with copies thereof containing Confidential Information which is in their possession and not to make copies of any of the above-mentioned documents or materials.
- 7.2 Where the AOB has obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to **Successful Bidder** or any of the **Successful Bidder** Employees, **Successful Bidder** shall not, and shall ensure that any **Successful Bidder** Employee shall not, without the prior consent in writing of the AOB at any time whether during the term of this Agreement or after its termination for whatever cause infringe such restrictions.
- 7.3 **Successful Bidder** shall ensure that all **Successful Bidder** Employees, in terms of their contract of employment with **Successful Bidder**, are under an obligation to maintain at all times the confidentiality of the Confidential Information which they may receive during the term of this Agreement.

## 8. Intellectual Property

Any invention, design, copyright or other intellectual property created by any **Successful Bidder** Employee during the tenure of this Agreement, whether alone or with any other person, shall be owned by the AOB. **Successful Bidder** shall on request of the AOB, promptly transfer or procure transfer of title thereof to the AOB without claiming any consideration.

## 9. No Partnership or Employment

- 9.1 It is agreed between the Parties that **Successful Bidder** is an independent service provider. This Agreement shall constitute a contract for Services between the Parties and nothing in this Agreement shall constitute a partnership between **Successful Bidder** and the AOB nor create the relationship of employer and employee or of principal and agent between the AOB and **Successful Bidder** or the AOB and any **Successful Bidder** Employee.
- 9.2 During the tenure of this Agreement the **Successful Bidder** Employees shall have no authority to bind the AOB and the **Successful Bidder** shall retain ultimate and exclusive direction and control



over them.

## 10. Variation

Save as otherwise specifically provided herein, any variation of this Agreement shall be binding only if it is recorded in a document signed by or on behalf of both Parties hereto.

## 11. Notices

11.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing.

11.2 Any such notice or other communication shall be addressed as provided in sub- clause 11.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon receipt at the address of the relevant Party;
- (b) if sent by first class post or courier, upon delivery to the addressee.

11.3 The relevant addressee and address of each Party for the purposes of this Agreement are:

Name of Party	Address
<b>Audit Oversight Board</b>	Audit Oversight Board 1407, 14 <sup>th</sup> floor, ISE Towers, 55-B Jinnah Avenue, Islamabad +92 (51) 9100 381-2  Attn: HR & Administration Manager

<b>Successful Bidder.</b>	Name Complete Address Tel: Fax: Attn:
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11.4 Either Party may notify the other Party to this Agreement of a change to its name, relevant addressee or address for the purposes of sub-clause 11.3 provided that such notification shall only be effective on:

- (a) the date specified in the notifications i.e. the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than six clear business days after the date on which notice is given, the date falling six clear business days after notice of any such change has been given.

## 12. Restriction of Use of the AOB's Logo

The **Successful Bidder** or any of its employees shall not use the AOB Logo under any circumstances unless explicitly authorized in writing by the AOB.

## 13. Indemnification and Liability

13.1 With respect to any Services or portion thereof conducted pursuant to this Agreement, **Successful**

**Bidder** shall, except as to any breach of the duties set forth in clause 4, release and defend the AOB against any liability, and **Successful Bidder** shall protect, defend, indemnify and hold harmless the AOB, its Members, Employees, Advisors and Consultants from and against all claims, demands and causes of action of every kind and character, together with any loss or expense (including attorneys' fees) incurred in connection therewith, arising from or in connection herewith on account of breach of this Agreement.

- 13.2 In no event shall the AOB be liable for any special, indirect, consequential or punitive damages to the **Successful Bidder**, **Successful Bidder** Employees or any other Person as a result of the performance or non-performance of obligations as stated in this Agreement. **Successful Bidder** hereby waives, discharges and releases the AOB from any liability or responsibility for any such damages.
- 13.3 **Successful Bidder** shall be liable for the conduct of **Successful Bidder** Employees and breach of any terms of this Agreement by **Successful Bidder** Employees during the performance of Services or portion thereof described herein.

#### **14. General**

- 14.1 If any term or provision of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 14.2 This Agreement and its annexure constitute the entire understanding/agreement between the parties hereto and there are no other conditions, understanding or agreement or obligations oral or written other than contained in agreement.
- 14.3 No waiver by either party of any default by the other in the performance of any of the provision of this Agreement shall be effective unless in writing duly executed by an authorized representative of the party granting the waiver.
- 14.4 **Successful Bidder** shall meet with the concerned officials of the AOB to discuss and review its performance on a regular basis.
- 14.5 Recital and the Annexure referencing this Agreement will be considered to be an integral part of the Agreement.

#### **15. Governing Law & Arbitration**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan and each of the Parties hereto submits to the non-exclusive jurisdiction of the Islamabad courts as regards any claim or matter arising under this Agreement.
- 15.2 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. Any dispute between the Parties as to matters arising under this Agreement which cannot be settled amicably may be submitted by either Party to arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration Act 1940 or any

amendment or re-enactment thereof and the rules made thereunder. Each dispute submitted by a Party to arbitration shall be heard by an arbitration tribunal comprising two arbitrators, one to be appointed by each party, and an umpire to be appointed by the two arbitrators so appointed. The umpire shall be any person to be appointed by the arbitrators. Arbitration proceedings shall, unless otherwise agreed by the Parties be held in Islamabad, Pakistan. Arbitration under this article shall be a condition precedent to any other action under law. The arbitration tribunal shall decide matters referred to it by majority decision and such decision shall be final and binding on the Parties.

**IN WITNESS** whereof the Parties have executed this Agreement on the date first mentioned above.

For and on behalf of  
Audit Oversight Board

For and on behalf of  
SUCCESSFUL BIDDER

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Designation

WITNESS 1: \_\_\_\_\_  
(Name & Signature)

WITNESS 1: \_\_\_\_\_  
(Name & Signature)

WITNESS 2: \_\_\_\_\_  
(Name & Signature)

WITNESS 2: \_\_\_\_\_  
(Name & Signature)

*\*(Annexures of Agreement will be shared upon signing of contract with the successful bidder)*

## DOCUMENTARY EVIDENCE

Name of the Bidder: \_\_\_\_\_

Bid against Reference No: \_\_\_\_\_

Date of opening of Bid: \_\_\_\_\_

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	Sales Tax Certificate			
3	On Active Taxpayers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits (if any)			
7	Bid Validity period of 150 days			
8	Original Bidding documents duly signed/stamped			