

## REQUEST FOR PROPOSALS

Government of Pakistan  
Debt Management Office  
Finance Division

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### **ENGAGEMENT OF INTERNATIONAL UNDERWRITERS / LEAD MANAGERS / BOOKRUNNERS FOR GMTN PROGRAM AND SUKUK TCI PROGRAM**

#### **INTRODUCTION**

1. Finance Division intends to renew its Global Medium-Term Note (GMTN) Program and Sukuk TCI Program for a period of 3 years to carry out International Capital Market transactions, including but not limited to the following:
  - i. Eurobonds (including but not limited to Environmental Social and Governance (ESG) Bonds, Green Bonds, Gender Bonds, Sustainable Bonds, Sustainability Linked Bonds etc.)
  - ii. International Sukuks (including but not limited to Environmental Social and Governance (ESG) Bonds, Green Bonds, Gender Bonds, Sustainable Bonds, Sustainability Linked Bonds etc.)
  - iii. Local currency denominated bonds (i.e. PKR denominated international bonds [settled in USD])

The timing of the issuance of instruments shall be dependent on prevailing market conditions as so advised by the selected transaction advisors.

2. For this purpose, the Finance Division plans to engage three consortia comprising: (i) for the issuance of Eurobonds and/or other international bonds under the GMTN Program; (ii) for International Sukuk issuances under the Sukuk TCI Program; and (iii) for PKR-denominated, USD-settled international bonds, subject to the Government of Pakistan's funding requirements and the size of each issuance will depend on market conditions at the time of execution.
3. The selected consortia are expected to structure, advise, manage, coordinate and execute the whole range of activities associated with the programs.
4. Consortium-1 shall comprise up to five (5) conventional international financial institutions appointed as Joint Lead Managers / underwriters and Bookrunners for the issuance of Eurobonds. The consortium shall be jointly responsible for structuring, pricing, underwriting, syndicate management, investor outreach, roadshows, book-building, and allocation, ensuring broad international distribution and high-quality order books.
5. Consortium-2 shall comprise up to five (5) international financial institutions, including at least one international Islamic financial institution, appointed as Joint Lead Managers / underwriters and Bookrunners for the issuance of international Sukuk. The consortium shall be jointly responsible for structuring, pricing, underwriting, syndicate management, investor outreach, roadshows, book-building, and allocation, ensuring broad international distribution and high-quality order books.

6. Consortium-3 shall comprise up to three (3) international financial institutions appointed as Joint Lead Managers for a PKR-denominated, USD-settled international bond under GMTN Program. The consortium shall be jointly responsible for structuring, pricing, underwriting, syndicate management, investor outreach, roadshows, book-building, and allocation, ensuring broad international distribution and high-quality order books.

### **Instructions to Financial Institutions**

1. Finance Division shall engage the consortium through an open competitive bidding process as per the following procedure and method of selection:

- i. Procedure: Single stage – two envelope
- ii. Method of selection: Least Cost

2. Interested financial institutions are requested to submit their proposals separately on e-PADS<sup>1</sup> for each of the consortium i.e. Eurobonds, Sukuks, and PKR denominated USD settled bonds by the due date mentioned in this document.

3. Each interested financial institution shall submit the following two proposals individually (and not as a consortium):

- i. Technical proposal.
- ii. Financial proposal.

4. The ‘technical proposal’ and ‘financial proposal’ shall be submitted separately on e-PADS. Each page of the original proposal must be signed and stamped. The ‘technical proposal’ must contain no reference to the financial proposal.

5. The ‘technical proposal’ shall be opened on the due date at 1730 hrs. PST on e-PADS. Subsequently, in due course:

- i. An evaluation committee constituted by the Finance Division will carry out an evaluation of the ‘technical proposals’ to determine the technically qualified financial institutions.
- ii. After the completion of the evaluation of the ‘technical proposals’, the date and time will be intimated through e-PADS only to the technically qualified financial institutions for the opening of the ‘financial proposals’.

6. While submitting the proposals, the financial institutions may note that:

- i. The selected Consortium for the GMTN Program and Sukuk TCI Program, shall at its own expense and cost, engage any other service providers on behalf of the Government, needed for the purpose of the GMTN Program and Sukuk TCI Program including but not limited to Local / International Legal Counsels, Second Party Opinion, International Credit Rating Agency (ies), Auditors, Fiscal Agent / Trustees, Paying Agent, Listing Agent, Stock Exchange (for listing), Tax Advisor and Registrar or any other service which may be required for successful issuance of bonds or sukuk.

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<sup>1</sup> International Bidder Registration Guidelines: [https://drive.google.com/file/d/1SQJLE-CLSiSTCVWOhaHPRHM10CoHMuV2/view?usp=drive\\_link](https://drive.google.com/file/d/1SQJLE-CLSiSTCVWOhaHPRHM10CoHMuV2/view?usp=drive_link)

ii. The engagement period of consortium / entities shall be up to three (3) years.

7. The financial institutions shall submit a Bid Securing Declaration in the prescribed format (**Annex-I**)<sup>2</sup> as part of their proposal. The selected institution's bid securing declaration will be discharged upon signing of the contract.

8. The selected institution(s) shall ensure the timely registration, execution, and settlement of

**a) the first issuance** of Eurobonds or International Sukuks within three (3) months of selection and signing of the engagement letter. Subsequent planned issuances by the Government of Pakistan / Ministry of Finance shall be executed within the tenure of the engagement period.

**b) the first issuance** of PKR-denominated, USD-settled bonds within three (3) months of selection and signing of the engagement letter. Subsequent planned issuances by the Government of Pakistan / Ministry of Finance shall be executed within the tenure of the engagement period.

Any change to the issuance of the first tranches within the three (3)-month period shall be at the sole discretion of the Finance Division.

8. Non-adherence to any of the above guidelines will lead to disqualification of the respective financial institution from the selection process.

## **Scope of Work**

The Joint Lead Managers will be responsible for providing comprehensive support (including financial and transaction advisory) across all aspects of the transaction, including Eurobonds, Sukuks, and other international bond issuances (including the PKR denominated bond) under the GMTN and the Sukuk TCI Programs.

## **Structuring and Compliance**

- Assist in the structuring of the instruments (Eurobonds, Sukuks, PKR denominated USD settled bond or other bonds) in line with international market standards and, where applicable, Shariah principles.
- Coordinate with financial, legal, and Shariah advisors, as well as relevant regulatory authorities, to ensure compliance with applicable frameworks.
- Assist in the preparation and review of the Offering Circular, legal opinions, and authorization documents, and all registration filings.
- Advise and assist in structuring potential Liability Management strategies (including debt for nature, debt for climate, debt for development swaps, etc.) that could be utilized in the context of the refinancing exercise, including buybacks, swaps, or prepayments to optimize Pakistan's debt portfolio.

## **Documentation, Marketing, and Distribution**

- Support the preparation and updating of all Program and transaction-related documentation, including the GMTN and Sukuk TCI Programs.

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[https://docs.google.com/document/d/1SshoQJUXK7Gz489sdpTXllqSECK3qKbD/edit?usp=drive\\_link&oid=105572433477368589488&rtpof=true&sd=true](https://docs.google.com/document/d/1SshoQJUXK7Gz489sdpTXllqSECK3qKbD/edit?usp=drive_link&oid=105572433477368589488&rtpof=true&sd=true)

- Draft and finalize marketing materials such as investor presentations, information memoranda, and Q&A documents.
- Develop a comprehensive marketing and distribution strategy targeting global institutional investors.
- Organize and manage investor roadshows (deal and non-deal), meetings, and presentations across key financial centres.
- Ensure effective visibility and positioning of Pakistan’s issuances in the international capital markets.

### **Execution and Pricing**

- Advise on competitive pricing strategies consistent with prevailing market conditions.
- Manage the order book-building, investor allocation, and closing processes.
- Provide post-issuance analysis, reporting, and recommendations for future transactions.
- For the PKR-denominated bond issuance, the bidder should provide a clear outline of the foreign exchange mechanics, including the settlement process, the use of Euroclear or Clearstream settlements, or any related operational considerations.

### **Currency Hedging and Risk Management**

- Design and arrange hedging structures to manage currency and interest rate risks.
- Coordinate with counterparties, including the State Bank of Pakistan (SBP) and financial institutions, for the execution of associated hedge arrangements.
- Ensure alignment of hedging terms with the bond’s cash flow and settlement structure.

### **Ancillary and Support Services**

- Perform all ancillary, incidental, and support services required for the effective structuring, marketing, and issuance of bonds under the GMTN and Sukuk TCI Programs, including but not limited to document translation, investor communications, and investor outreach as may be required by the Finance Division and/or relevant regulatory authorities.
- Advise the Finance Division on the optimal currency denomination(s) of each proposed issuance, considering market conditions, investor demand, cost and risk considerations, and alignment with the Government’s debt management strategy.
- Provide ongoing advisory support on sovereign credit ratings, including engagement with international credit rating agencies, preparation and coordination of rating materials, and advisory services related to rating strategy and investor perception, throughout the engagement period, irrespective of whether an issuance is undertaken during such period.
- Facilitate, at its own cost, external review and advisory services related to post-issuance allocation, impact reporting, and disclosure, particularly for sustainable, ESG, or green bonds.
- Provide any other support or advisory services reasonably required to facilitate the successful execution of bond issuances under the GMTN and Sukuk TCI Programs, as directed by the Finance Division.

## **SELECTION OF CONSORTIUM**

### **Selection of Consortium-1:**

1. The financial institution submitting the most advantageous financial proposal, meaning the least all in fee charge, will be selected first (ranked first).
2. The option to become part of the Consortium at the least fee charge will first be offered to the financial institution with the highest technical score.
3. The second option to match will be given to the financial institution with second highest technical score. This process shall continue until five (5) Consortium members have been selected.
4. In case of a tie, the financial institution with the higher technical score shall be given the option to become part of the consortium.
5. With the selection of five (5) consortium members, the proposals of all remaining financial institutions will be rejected.
6. Proposals submitted by Islamic financial institutions shall not be considered for Consortium-1.

#### **Selection of members of Consortium-2:**

1. The same process as in case of Consortium-1 shall be followed except that at least one (1) Islamic international financial institution shall be selected as members of Consortium-2.
2. The option to match the lowest evaluated financial proposal shall be offered to conventional financial institutions in their order of ranking until a maximum of two (2) such institutions are selected. Financial proposals of the remaining conventional financial institutions will be rejected.
3. If two (2) conventional financial institutions have already been selected before the completion of the Consortium-2, the option to match the lowest evaluated financial proposal shall be given to the highest ranking Islamic financial institution and the process shall continue until at least one (1) Islamic international financial institution are selected as members of Consortium-2.
4. In case of a tie, the financial institution with the higher technical score shall be given the option to become part of the consortium.
5. With the selection of five (5) consortium members, the proposals of all remaining financial institutions shall be rejected.

#### **Selection of members of Consortium-3:**

1. The financial institution submitting the most advantageous financial proposal, meaning the least all in fee charge, will be selected first (ranked first).
2. The option to become part of the Consortium at the least fee charge will first be given to the financial institution with the highest technical score.
3. The second option to match will be given to the financial institution with second highest technical score. This process shall continue until three (3) Consortium members are selected.
4. In case of a tie, the financial institution with the higher technical score shall be given the option to become part of the consortium.
5. With the selection of three (3) consortium members, the proposals of all remaining financial institutions shall be rejected.

#### **Substitution of members of Consortium:**

During the engagement period of 3 years, if the contract is terminated, by any party the Finance Division shall apply the following options, in sequence:

- i. provide the option to the next in line technically qualified financial institution (if applicable) to become part of the consortium, at the least fee charge.

- ii. Consider proceeding with the remaining consortium, with the allocation of the fee share of exiting financial institution to be distributed equally among remaining the consortium members.

Notwithstanding anything stated herein, the Ministry of Finance / Government of Pakistan (MOF) shall have the right to terminate the agreement, in whole or in part, at any time, at its sole discretion, by providing five (5) working days' written notice to the selected entity(ies). Such termination shall be without prejudice to any rights or obligations accrued prior to the date of termination.

## **FEE OF THE CONSORTIUM**

The consortium's total all in fee shall be equal to five times the all-in fee of the first ranked and most advantageous (least cost) bidder.

## **REQUIREMENTS FOR TECHNICAL PROPOSALS**

### **A. Current Market Conditions, Structure and Timing**

Please provide your views on the optimal structure, types of instruments, financial products or financing options to be considered for the Program. Also, discuss the ideal market conditions for the stated instruments and the timing of the financing options proposed for the funding program. Please state the reasons for these options and any particular factors that may affect market acceptance of Pakistan's issuances.

For Eurobonds / International Sukuk, the bidder is required to provide an Offering Recommendation and Indicative Transaction Terms for a proposed issuance for tenors including 5, 7, 10 and longer, covering the following for each tenor:

- i. Yield and Coupon;
- ii. Spread to benchmark (UST)
- iii. Currency i.e. USD, Euro, and JPY
- iv. Pricing and recommendation rationale.

For PKR denominated bonds, the bidder is required to provide an Offering Recommendation and Indicative Transaction Terms for a proposed issuance for tenors including 3, 5, and 10 years (or longer), covering the following for each tenor:

- i. Yield and Coupon
- ii. Benchmark should be secondary market yield of respective tenor Pakistan Investment Bond (PIB)
- iii. Settlement mechanism i.e. Euroclear / Clear stream / FX settlement and underlying PKR Bond reference settlement
- iv. Pricing and recommendation rationale

**B. Liability Management Operations:** Propose strategies to conduct liability management on Pakistan's outstanding Eurobonds and International Sukuks.

**C.** The following recommendations in respect of the GMTN Program and International Sukuk TCI Program should be provided separately in the 'technical proposal' as per the format below and as and when desired by Finance Division after engagement:

(US\$ million, wherever applicable)		Recommendation		
		Eurobonds	Sukuk	PKR Denominated USD Settled Bond
i	Size of the GMTN / Sukuk TCI Programs			
i	Issuance size			
ii	Issuance timing			
iii	Tenor (years)			
iv	Expected coupon / rental rate (% p.a.)	In terms of fixed rate and spread to UST	In terms of fixed rate and spread to UST	In terms of fixed rate and spread to PIB
v	Type of issuance and Issuance format / structure (i.e. Public offering vs. private placement)			

*The list may be expanded for any additional type bond proposals*

1. A brief description of the GMTN and Sukuk TCI programs, with list of requisite steps, consents, approvals, registrations, rating requirements etc. typically required.
2. A list of parties involved in the programs (trustees, registrars, paying agents, rating agencies etc.)
3. A brief description of any appropriate updates to be made to the GMTN Program and Sukuk TCI Program to reflect market and/or regulatory developments.
4. The proposed marketing strategy with advice on non-deal/deal roadshows.
5. The possible bond / sukuk structures and likely market response against each.
6. Any assistance in identification and valuation of assets.
7. Market analysis and competing sovereigns for Eurobonds, international Sukuks, and other bonds.

#### **LANGUAGE OF PROPOSALS**

The proposals shall be submitted in the English language.

#### **VALIDITY OF PROPOSALS**

The proposal, including all quoted fees, commitments, and other details, shall remain valid for a period of three (3) months from the final submission date of proposals to the Government of Pakistan, subject to the absence of any material change in global market conditions. To ensure the validity of the Proposal, it shall be accompanied by a Bid Securing Declaration, serving as a complementary bid-securing instrument.

As a result of the proposal review or of contract negotiations, the prospective joint lead managers/lead Bookrunner(s) and underwriter (s) may be required to submit revisions to their proposals at any time.

## FOR CLARIFICATIONS

Clarifications may be requested on e-PADS no later than seven working days prior to the submission deadline. No query shall be entertained thereafter.

## GRIEVANCE REDRESSAL MECHANISM

Grievance shall be redressed in accordance with procedure and mechanism defined under the Public Procurement Rules, 2024 and Redressal of Grievance Regulation, 2021.

## SUBMISSION DATE AND TIME

Proposals must be submitted on e-PADS by 1600 hrs (PST), May 25, 2026.

The Procuring Agency will open all Proposal through EPADS. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

## EVALUATION CRITERIA

The following will be the evaluation criteria for the ‘technical proposals’ and the ‘financial proposals’:

### (1) TECHNICAL PROPOSALS

‘Technical proposals’ shall be evaluated as per below criteria and may be provided on a separate page along with the ‘technical proposal’.

### Technical Criteria for Eurobonds

Section	Criteria	Sub-Criteria / Description	Response (Bidder to Fill)
<b>1. Market Standing (Max marks: 30)</b>	Bloomberg League Table Ranking CEEMEA Bonds – 2024		
	Bloomberg League Table Ranking CEEMEA Bonds – 2025		
	Track record of fixed income Sovereign transactions in emerging and frontier Markets		Description of your firm’s underwriting, bookrunning, distribution and marketing capabilities internationally, including examples of significant Sovereign EM Bonds managed by your firm during the last two (2) years;
<b>2. Experience with Government of Pakistan (GoP) – International Capital Markets &amp;</b>	GoP international capital market instruments	GoP international capital market transactions where the bank acted as LM / JLM / Bookrunner / Co-manager; number & amount (since 2020)	

<b>Financing (Max marks: 10)</b>		Eurobonds / international sukuk number and amount, year-wise details since 2020	
	Total financing (conventional and Islamic) extended to GoP – bilateral and syndicate	Since 2020; amount (USD mn)	
	Total Investment in GoP Debt Securities – Domestic / International (i.e. Eurobonds / sukuk)	Since 2020; amount (USD mn)	
<b>3. Proposed Transaction Plan (Max marks: 30)</b>	Execution strategy	Ability to structure and execute a complete transaction structure encompassing arrangement, appointment and coordination of third parties (legal counsel, rating agencies, tax advisors, translators, auditors, fiscal agent, post-issuance manager), and transaction documentation. Proposal should also demonstrate a comprehensive approach to hedging solutions and coordination with fiscal agents to ensure seamless execution.	
	Underwriting commitment	Firm underwriting amount for inaugural & subsequent issuances (separately)	
	Lead order commitment	Anchor / lead orders for inaugural & subsequent issuances (separately)	
	Pricing Strategy	Pricing strategy, including ability to achieve spread compression from Initial Price Thoughts (IPTs) and book quality management.	
	Marketing & investor outreach	Roadshows, investor targeting strategy, and approach to investor diversification.	
	Timing of transaction	Proposed issuance window(s), taking into account market conditions	
	Exchange listing strategy	Proposed exchanges for listing and trading.	
	Internal Approvals and Issuance Timeline	A comprehensive schedule outlining all required internal approvals, including underwriting,	

		execution, and risk sign-offs, along with a detailed, step-by-step timeline of all actions necessary for the successful completion of the issuance	
<b>4. Financial Strength (Max marks: 5)</b>	Financial strength	Tier-1 capital; CAR; International credit ratings	
<b>5. Global Distribution Network (Max marks: 5)</b>	Geographic presence	No. of countries	
	Global offices	Total offices worldwide	
	Sales & distribution staff	Total number	
<b>6. Deal Team (Max marks: 10)</b>	Key team members	Names & profiles of five (5) key members; with one full time contact in Pakistan / onshore  Provide the names and relevant experience of the professionals including key sales and distribution personnel, to be assigned to the transaction, with a description of each individual's role.	
<b>7. Post-Issuance Support (Max marks: 5)</b>	Post-Issuance Support & Reporting	Provision of post-issuance investor feedback and secondary market color.  Support for allocation, impact, and compliance reporting for ESG / Sustainable Bonds  Ongoing market updates and strategic advice to the issuer.  Or any post issuance services	
<b>8. Non-fee advisory support (Max marks: 5)</b>	Non-fee advisory support	Including but not limited to market intelligence and investor insights, transaction structuring advice, regulatory and rating guidance, etc.	

**Technical Criteria for International Sukuks**

Section	Criteria	Sub-Criteria / Description	Response (Bidder to Fill)
<b>1. Market Standing (Max marks: 30)</b>	Bloomberg League Table Ranking International Sukuks – 2024		
	Bloomberg League Table Ranking		

	International Sukuks – 2025		
	Track record of international Sovereign Sukuks transactions in emerging and frontier Markets	Description of your firm’s underwriting, bookrunning, distribution and marketing capabilities internationally, including examples of significant Sovereign International Sukuks managed by your firm during the last two (2) years;	
<b>2. Experience with Government of Pakistan (GoP) – International Capital Markets &amp; Financing (Max marks: 10)</b>	GoP international capital market instruments	GoP international capital market transactions where the bank acted as LM / JLM / Bookrunner / Co-manager; number & amount (since 2020)  Eurobonds / international sukuks number and amount, year-wise details since 2020	
	Total financing (conventional and Islamic) extended to GoP – bilateral and syndicate	Since 2020; amount (USD mn)	
	Total Investment in GoP Debt Securities – Domestic / International (i.e. Eurobonds / sukuks)	Since 2020; amount (USD mn)	
<b>3. Proposed Transaction Plan (Max marks: 30)</b>	Execution strategy	Ability to structure and execute a Shariah-compliant Sukuk, including coordination with Shariah advisors, legal counsel, rating agencies, tax advisors, translators, auditors, fiscal agent and post-issuance manager, and preparation of transaction documentation.  Proposal should also demonstrate a comprehensive approach to hedging solutions and coordination with fiscal agents to ensure seamless execution.	
	Underwriting commitment	Firm underwriting amount for inaugural & subsequent issuances (separately)	

	Lead order commitment	Anchor / lead orders for inaugural & subsequent issuances (separately)	
	Pricing Strategy	Pricing strategy, including ability to achieve spread compression from Initial Price Thoughts (IPTs) and book quality management.	
	Marketing & investor outreach	Roadshows, investor targeting strategy, and approach to investor diversification.	
	Timing of transaction	Proposed issuance window(s), taking into account market conditions	
	Exchange listing strategy	Proposed exchanges for listing and trading.	
	Internal Approvals and Issuance Timeline	A comprehensive schedule outlining all required internal approvals, including underwriting, execution, and risk sign-offs, along with a detailed, step-by-step timeline of all actions necessary for the successful completion of the issuance	
<b>4. Financial Strength (Max marks: 5)</b>	Financial strength	Tier-1 capital; CAR; International credit ratings	
<b>5. Global Distribution Network (Max marks: 5)</b>	Geographic presence	Number of countries with Islamic finance / Sukuk distribution capability	
	Global offices	Total offices worldwide with Sukuk origination / sales coverage	
	Sales & distribution staff	Number of dedicated Islamic finance / Sukuk sales and distribution staff	
<b>6. Deal Team (Max marks: 10)</b>	Key team members	Names & profiles of five (5) key members; with one full time contact in Pakistan / onshore  Provide the names and relevant experience of the professionals including key sales and distribution personnel, to be assigned to the transaction, with a description of each individual's role.	
<b>7. Post-Issuance Support (Max marks: 5)</b>	Post-Issuance Support & Reporting	Provision of post-issuance investor feedback and secondary market color.	

		Support for allocation, impact, and compliance reporting for ESG/Sustainable Sukuks  Ongoing market updates and strategic advice to the issuer.  Or any post issuance services	
<b>8. Non-fee advisory support (Max marks: 5)</b>	Non-fee advisory support	Including but not limited to market intelligence and investor insights, transaction structuring advice, regulatory and rating guidance, etc.	

**Technical Criteria for PKR Denominated USD Settled Bonds**

<b>Section</b>	<b>Criteria</b>	<b>Sub-Criteria / Description</b>	<b>Response (Bidder to Fill)</b>
<b>1. Market Standing &amp; Track Record (Max marks: 30)</b>	Bloomberg CEEMEA league table for 2024 and 2025.	Bloomberg CEEMEA league table for 2024 and 2025. Filters: i. Security type: include Dual Currency ii. Market type: exclude Domestic iii. Exchange / listed market names: exclude not listed	
	Comparable sovereign experience	Track record of sovereign local-currency denominated, USD settled bonds, including size, currency, year, and role in the last two (2) years	
<b>2. Experience with Government of Pakistan (GoP) – International Capital Markets &amp; Financing (Max marks: 10)</b>	GoP international capital market instruments	GoP international capital market transactions where the bank acted as LM / JLM / Bookrunner / Co-manager; number & amount (since 2020)  Eurobonds / international sukus number and amount, year-wise details since 2020	
	Total financing (conventional and Islamic) extended to GoP – bilateral and syndicate	Since 2020; amount (USD mn)	
	Total Investment in GoP Debt Securities – Domestic / International (i.e.	Since 2020; amount (USD mn)	

	Eurobonds / sukus)		
<b>3. Proposed Transaction Structure &amp; Execution Plan (Max marks: 30)</b>	Execution strategy	Ability to structure and execute PKR-denominated, USD-settled bonds including documentation, coordination with legal counsel, rating agencies, fiscal agent, clearing systems, calculation agent, and others	
	FX conversion & payment mechanics	Proposed PKR-to-USD conversion methodology for interest and principal payments, reference FX rate source, calculation dates, and role of Calculation Agent	
	Settlement, Clearing & Listing	Custody and settlement arrangements, including local and international custodians, Euroclear/Clear-stream access, reference PIB rate, and offshore settlement capability.	
	Underwriting commitment	Underwriting commitment for inaugural and subsequent issuances (to be provided separately)	
	Lead order commitment	Amount for inaugural and subsequent issuances (separately)	
	Pricing strategy	Pricing strategy, including ability to achieve spread compression from IPTs, management of local-currency risk premium, and book quality	
	Marketing & investor outreach	Roadshow strategy and investor targeting including geographic and investor-type diversification	
	Timing of transaction	Proposed issuance window(s), considering FX volatility, EM market conditions, and settlement timelines	
	Internal Approvals and Issuance Timeline	A comprehensive schedule outlining all required internal approvals, including underwriting, execution, and risk sign-offs, along with a detailed, step-by-step timeline of all actions necessary for the successful completion of the issuance	
<b>4. Financial Strength (Max marks: 5)</b>	Financial strength	Tier-1 capital; Capital Adequacy Ratio (CAR); international credit ratings	

<b>5. Global Distribution Network</b> (Max marks: 5)	Geographic presence	Number of countries with EM and LCY bond distribution capability	
	Sales & distribution	Dedicated EM / LCY / crossover investor sales and distribution staff	
<b>6. Deal Team</b> (Max marks: 10)	Key team members	Names & profiles of five (5) key members; with one full time contact in Pakistan / onshore  Provide the names and relevant experience of the professionals including key sales and distribution personnel, to be assigned to the transaction, with a description of each individual's role.	
<b>7. Post-Issuance Reporting and Services</b> (Max marks: 5)	Post-Issuance Reporting and Services	Provision of post-issuance allocation reports, FX payment feedback, secondary market color, and strategic advice for future PKR-denominated issuances  Experience as stabilization agent or market maker, post-issuance secondary market support, and EM / PKR LCY bond experience  Or any post issuance services	
<b>8. Non-fee advisory support</b> (Max marks: 5)	Non-fee advisory support	Including but not limited to market intelligence and investor insights, transaction structuring advice, regulatory and rating guidance, etc.	

The minimum qualifying score (passing marks) for the technical evaluation shall be 50 out of 100 marks.

## (2) FINANCIAL PROPOSALS

Financial proposals shall be submitted on the following format:

All-in cost / fee to be charged on individual basis for each issuance under the program	___ . ___ <b>bps (running)</b>
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## SUBMISSION OF FEE QUOTE

1. The all-in fee includes:
  - i. Issuance as well as transaction costs and any other expenses;
  - ii. Applicable taxes in connection with the issuances under the Program(s);

- iii. Fee of service providers to be engaged for the GMTN Program and the Sukuk TCI Programs
- iv. Any other cost / fee (if applicable).

### **Mandatory Fee Break-up Disclosure**

Notwithstanding the requirement to quote a single all-in fee, bidders are required to provide a complete and detailed break-up of the all-in fee, clearly identifying each cost and fee component included in the quote.

- The fee break-up shall be provided in basis points (bps) for each component as per **Annex-A**
  - The sum of all components must exactly reconcile with the quoted total all-in fee.
  - Failure to provide a complete fee break-up may render the proposal non-responsive.
2. All-in-fees shall be quoted in basis points (bps) and in multiples of 1/100<sup>th</sup> of a basis point. For instance:

<b>Sr. No.</b>	<b>Quoted Fee (bps)</b>	<b>Interpretation</b>	<b>Computations for a transaction size of US\$ 1.0 billion</b>	<b>Imputable fees (US\$)</b>
1	<u>0 0 . 5 0</u>	Half basis Points	1,000,000,000 × 0.0050%	50,000
2	<u>0 1 . 0 0</u>	One basis point	1,000,000,000 × 0.0100%	100,000
3	<u>0 1 . 2 0</u>	One and one-fifth of a basis point.	1,000,000,000 × 0.0120%	120,000

3. The all-in fee proposals should be calculated bearing in mind that Consortium shall consist of up to five (5) members for the GMTN (Eurobond), up to five (5) for the Sukuk TCI Program, and up to three (3) for the GMTN (PKR denominated USD settled bonds)
4. The all-in fee shall be paid to the underwriters and bookrunners out of the issuance proceeds at the time of their realization.

**Annex-A:** Standard Table for Fee Break-up (to be mandatorily submitted), assuming a 5-year bond tenor and size of USD 500 million.

<b>Sr. No.</b>	<b>Fee Component</b>	<b>Description (Mandatory Disclosure)</b>	<b>Eurobond (bps) p.a.</b>	<b>International Sukuk (bps) p.a.</b>	<b>PKR-Denominated USD-Settled Bond (bps) p.a.</b>
1	Underwriting / Placement Fee (including fees payable to other consortium members)	Bookrunning, underwriting, book-building, allocation and distribution This would include fees related to structuring and			

		documentation support			
2	Transaction & Execution Costs	Roadshows, investor marketing, listing, clearing and settlement costs			
3	Legal Fees	Issuer & managers' counsel, documentation, opinions			
4	Trustee / Paying / Calculation Agent Fees	Trustee, paying agent, registrar, calculation agent			
5	Credit Rating Fees	Rating agency fees (initial and surveillance, if applicable)			
6	Sukuk-Specific Costs (if applicable)	Shariah adviser, Shariah board, SPV, asset transfer and agency fees	N/A		N/A
7	PKR USD-Settlement-Specific Costs (if applicable)	Custodian, FX settlement, operational arrangements	N/A	N/A	
8	Taxes, Duties & Levies	Statutory taxes and regulatory charges			
9	Other Costs (if any)	Must be fully itemized			
	<b>Total All-in Fee</b>	<b>Sum of all applicable components</b>			

The all-in fee shall be paid to the underwriters and bookrunners out of the issuance proceeds at the time of their realization provided that any legal fees and other agreed out of pocket expenses shall be payable by the issuer whether or not the issuance completes.

### **IMPORTANT NOTICES**

a) Bidders should note that the cost for any party that may be engaged by them towards the discharge of their functions, shall be for their own account.

b) This request for proposals is not a commitment on the part of the Ministry of Finance / Finance Division and the Government of Pakistan to accept any of the proposals. The Finance Division reserves the right to accept or reject any and all proposals. Subsequent to the receipt of proposals, the Finance Division may require the financial institution(s) and other service provider(s) to make presentations or to respond to telephone calls to clarify its proposal.

c) No costs associated with responding to this Request for Proposal or attending meetings will be reimbursed. After selection, the Finance Division will negotiate an agreement covering all aspects of the proposal described herein.

### **CONFLICTS OF INTEREST**

The Lead Managers / Underwriters / Bookrunners must commit, throughout the programs, to provide professional, objective and impartial advice and to preserve, at all times and in all circumstances, the interests of the Islamic Republic of Pakistan. The Lead Managers / Underwriters / Bookrunners must avoid situations of conflict of interest with other programs or interests.

### **NOTE**

Please note that your proposal should be limited to a maximum of **15 A4 pages** (including any appendixes).

### **CONTACT DETAILS**

Ms. Rabia Ahmed, CFA  
Director - External Debt  
Debt Management Office, Finance Division, Ministry of Finance.  
Room 103, S Block, Pak Secretariat, Islamabad, Pakistan  
Ph: +92 51 9217851  
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**Annex-I Form**

**Integrity Pact**

**DECLARATION OF FEES PAYABLE BY THE FINANCIAL INSTITUTION IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

**Contract** Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Contractor] 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 Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee 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, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] 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 GoP and has not taken

any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] 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 GoP.

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[Contractor]

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[Buyer/Procuring Agency]

### **Form of Bid-Securing Declaration**

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

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

No.: *[number of Bidding process]*

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

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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

Name of the Bidder\* \_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*