



# **REQUEST FOR PROPOSAL (RFP)**

**HIRING OF MASTER PLANNING & COMMERCIAL CONSULTANCY SERVICES FOR  
LOI BHER PROPERTY**

08<sup>rd</sup> August, 2026



## **CONTENTS**

|            |                                                                          |                              |
|------------|--------------------------------------------------------------------------|------------------------------|
| SECTION 1: | INVITATION LETTER .....                                                  | 5                            |
| SECTION 2: | INSTRUCTIONS TO CONSULTANTS .....                                        | 6                            |
| 2.1        | Definition .....                                                         | 6                            |
| 2.2        | INTRODUCTION .....                                                       | 8                            |
| 2.3        | Bidding Process Timetable .....                                          | 8                            |
| 2.4        | Conflict of Interest .....                                               | 8                            |
| 2.5        | Engagement of Government Officials .....                                 | Error! Bookmark not defined. |
| 2.6        | Integrity Pact .....                                                     | 9                            |
| 2.7        | Procurement Method .....                                                 | 9                            |
| 2.8        | Only one Proposal .....                                                  | 9                            |
| 2.9        | Bid Validity .....                                                       | 10                           |
| 2.10       | Clarification and Amendment in RFP Documents .....                       | 10                           |
| 2.11       | Preparation of Proposals .....                                           | 10                           |
| 2.12       | Language .....                                                           | 10                           |
| 2.13       | Technical Proposal Format and Content .....                              | 11                           |
| 2.14       | Financial Proposal .....                                                 | 11                           |
| 2.15       | Taxes .....                                                              | 12                           |
| 2.16       | Submission, Receipt, and Opening of Proposals .....                      | 12                           |
| 2.17       | Bid Security .....                                                       | 12                           |
| 2.18       | Proposal Evaluation .....                                                | 13                           |
| 2.19       | Evaluation of Technical Proposals .....                                  | 13                           |
| 2.20       | Evaluation of Financial Proposals .....                                  | 13                           |
| 2.21       | Negotiations .....                                                       | 13                           |
| 2.22       | Availability of Professional staff/experts .....                         | 13                           |
| 2.23       | Award of Acceptance .....                                                | 14                           |
| 2.24       | Confidentiality .....                                                    | 14                           |
| 2.25       | Consultancy Firm Agreement .....                                         | Error! Bookmark not defined. |
| 2.26       | Schedule of Deliverables .....                                           | 15                           |
| 2.8        | DATA SHEET .....                                                         | 16                           |
| SECTION 3: | TECHNICAL PROPOSAL – STANDARD FORMS .....                                | 18                           |
| 2.9        | FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM .....                    | 192                          |
| 2.10       | FORM TECH-2. CONSULTANT’S ORGANIZATION AND EXPERIENCE .....              | 20                           |
| 2.11       | FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF<br>REFERENCE ..... | 22                           |



|                                                         |                                                                                       |                              |
|---------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------|
| 2.12                                                    | FORM TECH-4.....                                                                      | 23                           |
| 2.13                                                    | A: UNDERSTANDING OF THE ASSIGNMENT .....                                              | 23                           |
| 2.14                                                    | B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE<br>ASSIGNMENT .....         | 23                           |
| 2.15                                                    | FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT .....                               | 24                           |
| 2.16                                                    | FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED<br>PROFESSIONAL STAFF ..... | 25                           |
| 2.17                                                    | FORM TECH-7. STAFFING SCHEDULE .....                                                  | 27                           |
| 2.18                                                    | FORM TECH-8. WORK SCHEDULE .....                                                      | 28                           |
| SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS .....    |                                                                                       | 29                           |
| 2.19                                                    | FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM.....                                   | 30                           |
| 2.20                                                    | FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR) .....                             | 31                           |
| SECTION 5: TERMS OF REFERENCE .....                     |                                                                                       | 32                           |
| 2.21                                                    | 5.1 Project Background .....                                                          | 32                           |
| 2.22                                                    | 5.2 The Assignment .....                                                              | Error! Bookmark not defined. |
| SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM ..... |                                                                                       | 34                           |
| 2.24                                                    | 6A – Evaluation Criteria .....                                                        | 35                           |
| 6.1                                                     | Evaluation of Technical Proposals .....                                               | 35                           |
| 6.2                                                     | Financial Proposal opening .....                                                      | 35                           |
| 2.25                                                    | 6B – Scoring System .....                                                             | 36                           |
| SECTION 7: INTEGRITY PACT .....                         |                                                                                       | 39                           |
| SECTION 8: AFFIDAVIT .....                              |                                                                                       | 40                           |
| SECTION 9: POWER OF ATTORNEY .....                      |                                                                                       | 41                           |
| Appendix-I .....                                        |                                                                                       | 43                           |
| 1.                                                      | SCOPE OF THE AGREEMENT; TERM OF AGREEMENT .....                                       | 45                           |
| 2.                                                      | PAYMENT; INVOICING .....                                                              | 45                           |
| 3.                                                      | CONSULTANT-RELATED PERSONS .....                                                      | 46                           |
| 4.                                                      | CONSULTANT’S UNDERTAKING .....                                                        | 47                           |
| 5.                                                      | REPRESENTATIONS AND WARRANTIES .....                                                  | 48                           |
| 6.                                                      | SOURCE OF INSTRUCTION .....                                                           | 49                           |
| 7.                                                      | CONFIDENTIAL INFORMATION .....                                                        | 49                           |
| 8.                                                      | CONFLICT OF INTEREST .....                                                            | 50                           |
| 9.                                                      | USE OF DOCUMENTS; DOCUMENTS TO BE THE PROPERTY OF THE CLIENT ..                       | 50                           |
| 10.                                                     | PUBLICITY, AND USE OF THE NAME, TRADEMARK AND LOGO .....                              | 51                           |
| 11.                                                     | TERMINATION BY CLIENT .....                                                           | 51                           |
| 12.                                                     | TERMINATION BY THE CONSULTANT .....                                                   | 52                           |



|                                                     |           |
|-----------------------------------------------------|-----------|
| <b>13. INDEMNIFICATION .....</b>                    | <b>53</b> |
| <b>14. FORCE MAJEURE .....</b>                      | <b>53</b> |
| <b>15. RELATIONSHIP BETWEEN THE PARTIES .....</b>   | <b>54</b> |
| <b>16. GOVERNING LAW AND LANGUAGE .....</b>         | <b>54</b> |
| <b>17. SETTLEMENT OF DISPUTES .....</b>             | <b>54</b> |
| <b>18. AUTHORIZED REPRESENTATIVE; NOTICES .....</b> | <b>55</b> |
| <b>19. TRANSFER AND SUBCONTRACTING .....</b>        | <b>55</b> |
| <b>20. AMENDMENTS .....</b>                         | <b>56</b> |
| <b>21. TAX .....</b>                                | <b>56</b> |
| <b>22. INSURANCE .....</b>                          | <b>56</b> |



## SECTION 1: INVITATION LETTER

Dear Sir/Madam,

**Sub: HIRING OF Master PLANNING & COMMERCIAL CONSULTANCY SERVICES:**

1. The Procuring Agency invites “Technical and Financial Proposals” from Consultancy firms for Master Planning & Commercial Consultancy Services on Pakistan Railway Property LOI BHER.
- 2- The objectives of the project include:
  - Site Surveys assessment and data collection
  - Conceptual / Master Planning
  - Land utilization Plan
  - Infrastructure and Services planning
  - Construction Byelaws/ Regulatory requirements
- 3- Prospective Consultancy Firms encourage to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries shall be reimbursable.
- 4- A Firm will be selected under the **Quality and Cost Based Selection Method (QCBS)** described in RFP, as per the **Public Procurement Rules 2004 (PP Rules)**. It is, therefore, recommend that the participants thoroughly examine the applicable laws to understand the nature of their possible relationship with the client and the rules governing this relationship. RFP includes the following documents:

Section 1: Letter of Invitation

Section 2: Instructions to Consultants (Including Data Sheet)

Section 3: Technical Proposal - Standard Forms

Section 4: Financial Proposal - Standard Forms

Section 5: Terms of Reference

Section 6: Evaluation Criteria and Scoring System

Section 7: Integrity Pact

Section 8: Affidavit

Section 9: Power of Attorney

Appendix-I: Draft Consultancy Contract

Yours sincerely,  
**Manager Procurement**  
REDAMCO



## SECTION 2: INSTRUCTIONS TO CONSULTANTS:

### 2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

|                              |                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicable Laws</b>       | Means all applicable federal, provincial and local laws, promulgated or brought into force and effect in Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Assignment;                                                 |
| <b>Assignment</b>            | Hiring Of Master Planning & Commercial Consultancy Services LOI BHER.                                                                                                                                                                                                                                                                                                                         |
| <b>Proposal(s)</b>           | Any proposal submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same. The proposal shall include Technical Proposal and the Financial Proposal.                                                                                                                                                  |
| <b>Consultancy Firm</b>      | A Consultancy Firm is a single legal entity (Company/Partnership) that provides professional advisory services—e.g., transaction advisory, legal advisory, engineering/technical advisory, financial modeling, project management, etc.<br>Note: “This assignment shall be executed through a Consultancy Firm. Submission by a single firm (as an individual consultancy firm) is permitted. |
| <b>Proposal Price</b>        | Final price quoted by the Consultancy Firm in the Financial Proposal should only be in Pakistani Rupees, including all costs and taxes.                                                                                                                                                                                                                                                       |
| <b>Business Day</b>          | Any day other than Sunday or public holiday in the Islamic Republic of Pakistan which banks in Pakistan are generally open for business.                                                                                                                                                                                                                                                      |
| <b>Bid Security</b>          | The security deposit to be made by Consultancy Firm in the form of CDR, Pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the REDAMCO.                                                                                                                                                                                                        |
| <b>Bid Validity Period</b>   | 120 days.                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Consortium</b>            | A Consortium is a group of two or more separate firms that submit one joint proposal to deliver the assignment together.                                                                                                                                                                                                                                                                      |
| <b>Consultancy Agreement</b> | The contract to be executed after the completion of the competitive bidding procedure between the Procuring Agency and the selected Consultancy Firm.                                                                                                                                                                                                                                         |



|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Consultant Transaction Advisory Services (TAS) /</b> | A professional who can study, design, organize, evaluate and manage project 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, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals. |
| <b>Bid Data Sheet</b>                                   | Such part of the instructions to Consultancy Firm Member Firms that is used to reflect specific assignment conditions.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Day</b>                                              | Calendar day including holiday.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Government</b>                                       | The Government of Pakistan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Instructions to Consultancy Firm Member Firms</b>    | (Section 2 of the RFP) Means a document that provides Consultancy Firm Member Firms with all the necessary information to prepare their proposals.                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Key Professional Staff</b>                           | Means the professionals assigned by the Consultant to undertake assignment as listed under the Evaluation Criteria and Scoring System.                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Lead Member</b>                                      | In a Consultancy Firm, the firm leading the overall Assignment.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Procuring Agency</b>                                 | Railway Estate Development and Marketing Company (REDAMCO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Submission Deadline</b>                              | The deadline for submitting their proposal as given in the Bid Data Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Request for Proposal / RFP</b>                       | This document, the Request for Proposal prepared by the Procuring Agency for the selection of Consultancy Firm.                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>PP Rules</b>                                         | Public Procurement Rules 2004, amended from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Terms of Reference</b>                               | (TOR) The document included as Section 5 in the RFP explaining the objectives.                                                                                                                                                                                                                                                                                                                                                                                                                                             |



## **2.2 Introduction:**

- 2.2.1 The Procuring Agency will select a Consultancy Firm in accordance with the method of selection specified in the Bid Data Sheet.
- 2.2.2 The Consultancy Firm Member Firms are invited to submit a Technical Proposal and a Financial Proposal as specified in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Consultancy Agreement with the Preferred Consultancy Firm.
- 2.2.3 The Consultancy Firm Member Firms should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultancy Firm Member Firms may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.
- 2.2.4 The Consultancy Firm Member Firms shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if any. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultancy Firm Member Firms in line with PP Rules.
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- 2.2.6 If a Consultancy Firm is qualified/ selected on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- 2.2.7 In case a firm is proposing Key Professional Staff from Educational/ Research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

### **Bidding Process Timetable:**

| <b>ACTIVITY</b>                            | <b>DATE</b>           |
|--------------------------------------------|-----------------------|
| Issuance of RFP                            | After Advertisement   |
| Pre-Bid Conference                         | NA                    |
| Clarifications / Comments Request Deadline | As per Bid Data Sheet |
| Bids Submission Deadline                   | As per Bid Data Sheet |

### **Conflict of Interest:**

- 2.4.1 The Consultancy Firm Member Firms are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultancy Firm Member Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultancy Firm or the termination of its contract, as the case may be.
- 2.4.2 Without limitation on the generality of the foregoing, Consultancy Firm Member Firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:





- i. A Consultancy Firm member that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Consultancy Firm Member or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm to be executed for the same or for another Procuring Agency.
- iii. A Consultancy Firm Member that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Consultancy Agreement, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

#### **Integrity Pact:**

- 2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the provisions in PP Rules which defines:

"Corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent practices" which 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"

- 2.6.2 Pursuant to Rule 7 of PP Rules, the Consultancy Firm undertakes to sign an Integrity pact in accordance with prescribed format attached (Section 7).

#### **Procurement Method:**

- 2.7.1 The procurement would follow "**Single Stage Two Envelopes Method**". The Original Proposal shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- 2.7.2 The procurement would take **Place through EPADS**.

#### **2.8 Only one Proposal:**

- 2.8.1 The Consultancy Firm Member Firms submit only one Proposal for the whole package. If a Consultancy Firm submits more than one Proposals, such proposals shall be disqualified. Participation of the same sub-consultant, including individual experts, in more than one proposal is not allowed.



## **2.9 Bid Validity:**

- 2.9.1 Bid Validity (also called Proposal Validity Period) is the time period during which a Consultancy Firm offer remains legally binding and cannot be changed or withdrawn after the proposal submission deadline. The Bid Data Sheet indicates Bid Validity Period.
- 2.9.2 During Bid Validity period, The Procuring Agency will make its best effort to complete the procurement process.
- 2.9.3 However the need arises, the Procuring Agency may request Consultancy Firm to extend the validity period of their Proposals. Consultancy Firm Member Firms who agree to such extension shall confirmation of extension of validity of the Proposal.
- 2.9.4 The Consultancy Firm who, does not agree have the right to refuse to extend the validity of their Proposals.
- 2.9.5 The Consultancy Firm shall submit required Bid Security in the required form, along with Financial Proposal defined in the Bid Data Sheet.
- 2.9.6 Bid Security shall be returned to the unsuccessful Consultancy Firm once the Consultancy Agreement has been signed with the Preferred Consultancy Firm or the validity period has expired.
- 2.9.7 The Consultancy Firm shall provide the Bid Security in accordance with the PP Rules acceptable to the Procuring Agency. The proposal shall be summarily rejected if it is not accompanied with the Bid Security.

## **2.10 Clarification and Amendment in RFP Documents:**

- 2.10.1 The Consultancy Firm(s) may request for a clarification of contents of the RFP and Draft Consultancy Contract in writing by the date mentioned in the Data Sheet, and Procuring Agency shall respond to such queries by the date mentioned in the Data Sheet, provided they are received latest by the date.
- 2.10.2 The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarifications, it shall do so, at its sole discretion.
- 2.10.3 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum. The addendum shall be uploaded on E-PADS only and/or Procuring Agency website.
- 2.10.4 To give Consultancy Firm(s) reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the Submission Deadline.

## **2.11 Preparation of Proposals**

- 2.11.1 In preparing their Proposal, Consultancy Firm Member Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 2.11.2 The Proposal must be prepared in two separate parts, each to be contained in a separate cover as follows:

**Cover 1: Technical Proposal**

**Cover 2: Financial Proposal**

## **2.12 Language:**



- 2.12.1 The Proposal as well as all related correspondence exchanged by the Consultancy Firm and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

### **2.13 Technical Proposal Format and Content:**

- 2.13.1 While preparing the Technical Proposal, Consultancy Firm must give particular attention to the following:
- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - ii. Key Professional Staff who are not employees of the Consultancy firms must certify 14(b) of Form Tech-6 and sign the CV with no amendments or changes thereto.
  - iii. Proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
  - iv. Alternative Key Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 2.13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
  - ii. Any comments or suggestions on the Terms of Reference and on the data and facilities to be provided by the Procuring Agency (Form Tech-3).
  - iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
  - iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).
  - v. CV's recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.
  - vi. For each assignment according to marks allocated, distributed as follows: 70% for Relevance experience and 30% for the project Consultancy Fee.
  - vii. The Consultant's relevant experience shall be considered for scoring only where such experience is directly relevant to the Assignment and is supported by verifiable documentary evidence acceptable to the Procuring Agency. The Procuring Agency shall determine, in its sole discretion and in accordance with the Evaluation Criteria, the relevance, authenticity, and sufficiency of the supporting documentation for the purposes of awarding marks.
  - viii. "Only experience supported by documentary evidence (contract/PO and completion certificate or client verification) shall be scored. The Procuring Agency may verify any claim directly from the client."
  - ix. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).
  - x. Any additional information requested in the Data Sheet.

### **2.14 Financial Proposal:**



- 2.14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## 2.15 Taxes

- 2.15.1 The Consultant will be subject to all applicable taxes including stamp duty and service charges at prevailing rates unless exempted by relevant tax authority.

## 2.16 Submission, Receipt, and Opening of Proposals:

- 2.16.1 The Proposals (Technical and Financial) shall be submitted through **E-PADS is mandatory** in two separate electronic envelopes as per system instructions.
- 2.16.2 Failure to submit on **E-PADS** and/or failure to deliver the original Bid Security by the deadline shall render the Proposal non-responsive.
- 2.16.3 Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 and shall be signed by the authorized representative of the Consultants.
- 2.16.4 All pages of the original Technical and Financial Proposals shall be numbered in ascending order, be initialed and stamped by an authorized representative of the Consultant.
- 2.16.5 In each case, the authorization (of authorized representative) shall be in the form of a duly notarized power of attorney accompanying the Proposal in the form provided in Section 9.
- 2.16.6 **Original Bid Security** shall be delivered in a sealed envelope to the Procuring Agency address **on or before** the Submission Deadline. Failure to submit the Proposal on E-PADS and/ or failure to deliver the original Bid Security by the deadline shall render the Proposal **non-responsive**.

## 2.17 Bid Security

- 2.17.1 A proposal submitted by each Consultancy Firm must be accompanied by a Bid Security in an amount of Rs. One Hundred Thousand Only (Rs. 100,000) for subject consultancy, which shall remain valid for a period of at least one hundred twenty (120) days.
- 2.17.2 The Bid Security submitted by the Consultancy Firm shall be released to the unsuccessful Consultancy Firm upon signing of the Consultancy Agreement with the Preferred Consultancy Firm.
- 2.17.3 Any Proposal not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this RFP shall be, in each case, rejected by the Procuring Agency as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security may be in-cashed by the Procuring Agency in the following circumstances:
- a) In the case of Preferred Consultancy Firm, if it fails within the specified times to:
    - Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
    - Sign the Consultancy Agreement within 30 days of issuance of Letter of Acceptance;
  - b) In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or
  - c) The Consultancy Firm withdraws its proposal during the Bid Validity Period;



## **2.18 Proposal Evaluation**

- 2.18.1 The Procuring Agency shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all proposals received. Any Technical Proposal which, does not meet basic eligibility criteria shall not be evaluated further for technical score. Such proposal will stand non-compliant.
- 2.18.2 From the time the Proposals are opened to the time the contract is awarded, the Consultancy Firm Member Firms should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultancy Firm member to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Consultancy Firm Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.18.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score minimum required marks, shall be considered for evaluation of Financial Proposal.

## **2.19 Evaluation of Technical Proposals**

- 2.19.1 The Procuring Agency shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.
- 2.19.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing, Consultancy Firm that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Consultancy Firm Member Firms' attendance at the opening of Financial Proposals is not mandatory.

## **2.20 Evaluation of Financial Proposals**

- 2.21.1 Financial Proposals shall be opened in the presence of the technically qualified Consultancy Firm Member Firms' representatives who choose to attend. The Financial Proposal of the Consultancy Firm Member Firms who meet the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded and the Bid Security in the Financial Proposals will be checked.
- 2.21.2 The Procuring Agency will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## **2.21 Negotiations**

- 2.21.1 Negotiations may be held at the date and address to be communicated by the Procuring Agency. The invited Consultancy Firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultancy Firm. Representatives conducting negotiations on behalf of the Consultancy Firm must have written authority to negotiate and conclude Consultancy Agreement.

## **2.22 Availability of Professional staff/experts**



- 2.22.1 The consultant must submit CV for each required Key Professional Staff. Moreover, the Key Professional Staff team will be made an integral part of the Consultancy Services Contract. Having selected the Consultancy Firm on the basis of, inter alia, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate Consultancy Agreement on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the professional staff will be actually available.
- 2.22.2 The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.
- 2.22.3 If this is not the case and if it is established that professional staff were offered in the Proposal without confirming their availability, the Consultancy Firm may be disqualified.
- 2.22.4 Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultancy Firm within the period of time specified in the letter of invitation to negotiate.

### **2.23 Award of Acceptance**

- 2.23.1 After completing negotiations, the Procuring Agency shall issue Letter of Acceptance (LoA) to the Preferred Consultancy Firm and within seven days of the award of contract, Procuring Agency shall publish on the website of PPRA and on its own website, if such a website exists, the result of the bidding process, identifying the proposal through procuring identifying number, if any and the following information, evaluation report, letter of award, schedule of requirement, as the case may be.
- 2.24.1 After publishing of award of contract, the preferred Consultancy Firm is required to submit Performance Security as indicated in Data Sheet.

### **2.24 Confidentiality**

- 2.24.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultancy Firm Member Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the LoA. The undue use by any Consultancy Firm of confidential information related to the process may result in the rejection of its Proposal.



## 2.26 Schedule of Deliverables & Payment:

| Stage. | Deliverable                                                                                                                                                   | Timeline | Payment (on contract Price) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------|
| 1.     | <ul style="list-style-type: none"><li>● Site Surveys assessment and data collection</li><li>● Construction Byelaws/ Regulatory requirements</li></ul>         | 10 Days  | 15%                         |
| 2.     | <ul style="list-style-type: none"><li>● Conceptual / Master Planning</li><li>● Land utilization Plan</li><li>● Infrastructure and Services planning</li></ul> | 20 Days  | 40%                         |
| 3.     | <ul style="list-style-type: none"><li>● Final Report Submission</li></ul>                                                                                     | 10 Days  | 45%                         |

**Note:** After each stage, The consultancy firm shall deliver a comprehensive presentation to the REDAMCO Management.





### BID DATA SHEET:

The following specific data shall supplement the provisions in the Document.

|    |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Project Name</b>                                 | HIRING OF MASTER PLANNING & COMMERCIAL CONSULTANCY SERVICES LOI BHER                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1  | <b>Address and Focal Person of Procuring Agency</b> | <b>Designation: Manager Procurement</b><br><b>Address: REDAMCO.</b><br>1st Floor, Corporate Office I-11/1, Islamabad Tel: 51-9278717-20                                                                                                                                                                                                                                                                                                                                                                        |
| 2  | <b>Address for Submission of Proposals</b>          | <b>Designation: Chief Executive Officer</b><br><b>Address: 1st Floor, Corporate Office I-11/1, Islamabad Tel: 51-9278717-20</b><br>“Proposals shall be submitted only through <b>E-PADS</b> .<br>The original Bid Security & Original Stamp Papers shall be delivered in physical form to the Procuring Agency before the Submission Deadline.<br>Failure to submit on E-PADS and/or failure to deliver the original Bid Security & stamp papers before the deadline shall render the Proposal non-responsive. |
| 3  | <b>Pre-bid Meeting</b>                              | <b>13<sup>th</sup> August 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4  | <b>Submission Deadline date and time</b>            | <b>2:00 P.M Pakistan time on 24<sup>th</sup> August 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5  | <b>Proposal Opening</b>                             | <b>2:30 P.M Pakistan time on 24<sup>th</sup> August 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6  | <b>Language of Proposals and correspondence</b>     | English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7  | <b>Bid Validity Period</b>                          | 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8  | <b>Evaluation Criteria</b>                          | Refer Section 6A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9  | <b>Scoring System</b>                               | Refer Section 6B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10 | <b>Method of Selection</b>                          | Quality and Cost Based Selection (QCBS) (70:30)                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11 | <b>Bid Security</b>                                 | The Consultant shall deposit a bid security of an amount of Rs. One <b>Lac (100,000)</b> in the form of Pay Order / CDR in favoring “ <b>Railway Estate Development &amp; Marketing Company (Pvt) limited</b> ”.<br><br>The Original bid security shall be delivered physically at REDAMCO office before the time of bid opening maximum.                                                                                                                                                                      |
| 12 | <b>Tax Liability</b>                                | The Procuring Agency shall only deduct income tax on services.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |





|           |                                      |                                                                                                                                                                                                                                                                 |
|-----------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                      | The Consultancy Firm has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.                                                                                                                                            |
| <b>13</b> | <b>Performance Security</b>          | For the purposes of executing the Consultancy Agreement, the selected Consultancy Firm is required to submit a Performance Security for subject consultancy of PKR 3,000,000/- (Three lac only) in the form of Bank Draft / Pay Order within fifteen (15) days. |
| <b>14</b> | <b>E-Grievance Redressal Systems</b> | The Grievance process will be conduct according to Rule-13 of E-Pak Procurement Regulations, 2023.                                                                                                                                                              |
| <b>15</b> | <b>Joint Venture</b>                 | Joint venture or consortium is not allowed.                                                                                                                                                                                                                     |



### SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

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

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience  
A – Consultant's Organization  
B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule



## FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To:

Manager Procurement  
REDAMCO  
Islamabad

Dear Sir,

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the Assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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



## FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

### *A – Consultant's Organization*

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*



### ***B – Consultant's Experience:***

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

|                                                                                                      |                                                                       |                                                 |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------|
| Assignment Name:                                                                                     | Consultancy Firm Member which has performed the Assignment:           |                                                 |
| Country:                                                                                             | Professional Staff Provided by your firm                              |                                                 |
| Location within Country:                                                                             |                                                                       |                                                 |
| Name of Client:                                                                                      | No. of Staff:                                                         |                                                 |
| Authorized Representative:<br>(Name & Designation)                                                   |                                                                       |                                                 |
| Telephone:                                                                                           |                                                                       |                                                 |
| Email:                                                                                               |                                                                       |                                                 |
| Address:                                                                                             | No. of Staff Months:                                                  |                                                 |
| Start Date<br>(Month / Year)                                                                         | Completion Date<br>(Month / Year)                                     | Approx. Value of Services: (in current<br>PKR): |
|                                                                                                      |                                                                       | Estimated / Actual Project Cost:                |
| Name of Association Firm(s) if<br>any:                                                               | No. of Months of Professional<br>Staff provided by Associated Firm(s) |                                                 |
| Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed: |                                                                       |                                                 |
| Narrative Description of Project:                                                                    |                                                                       |                                                 |
| Description of actual services provided by your staff within the assignment:                         |                                                                       |                                                 |

Firm's Name: \_\_\_\_\_



### FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE:

---

#### *On the Terms of Reference (TORs)*

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

1.

2.

3.

4.

5.

..

..



#### FORM TECH-4.

##### A: UNDERSTANDING OF THE ASSIGNMENT

##### B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

##### A: UNDERSTANDING OF THE ASSIGNMENT

*(Note that, 'Understanding of the Assignment' presented by any Consultancy Firm in its Technical Proposal, shall not be more than 5,00 words.)*

##### B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

- 1) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- 2) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*
- 3) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

*(Note that, 'Proposed Methodology' presented by any Consultancy Firm in its Technical Proposal, shall not be more than 5,000 words.)*



**FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT:**

---

| <b>I. Professional Staff</b> |      |      |                   |          |                 |
|------------------------------|------|------|-------------------|----------|-----------------|
| S. No                        | Name | Firm | Area of expertise | Position | Task Assignment |
| 1                            |      |      |                   |          |                 |
| 2                            |      |      |                   |          |                 |
| 3                            |      |      |                   |          |                 |
| 4                            |      |      |                   |          |                 |
| ..                           |      |      |                   |          |                 |
| ...                          |      |      |                   |          |                 |
|                              |      |      |                   |          |                 |





## FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_
3. **Name of Staff** [*insert full name*]: \_\_\_\_\_
4. **Date of Birth**: \_\_\_\_\_
5. **Nationality**: \_\_\_\_\_
6. **Educational Qualification**: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: \_\_\_\_\_
7. **Membership of Professional Societies**: \_\_\_\_\_
8. **Other Training** [*indicate significant training since degrees under 6 –Education was obtained*]: \_\_\_\_\_
9. **Countries of Work Experience**: [*list countries where staff has worked*]: \_\_\_\_\_
10. **Languages** [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]: \_\_\_\_\_
11. **Employment Record**:  
[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_ Employer: \_\_\_\_\_ Position held: \_\_\_\_\_
12. **Detailed Tasks Assigned** [*List all tasks to be performed under this assignment*]: \_\_\_\_\_
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:  
Name of assignment or project: \_\_\_\_\_  
Year: \_\_\_\_\_  
Location: \_\_\_\_\_  
Line Department: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_
14. **Certification**:
  - a. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.  
  
If the CV is signed by the staff not currently an employee of the Consultancy Firm, insert:
  - b. I certify that I have been informed by the Consultancy Firm that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

\_\_\_\_\_  
Date: \_\_\_\_\_



*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## FORM TECH-7. STAFFING SCHEDULE:

### Months (in the Form of Bar Chart)

| S. No. | Name | Position | Report Due/<br>Activities | Months |  |  |  |  |  |  |  |  |  | Number of<br>Months |
|--------|------|----------|---------------------------|--------|--|--|--|--|--|--|--|--|--|---------------------|
| 1      |      |          |                           |        |  |  |  |  |  |  |  |  |  | Sub Total (1)       |
| 2      |      |          |                           |        |  |  |  |  |  |  |  |  |  | Sub Total (2)       |
| 3      |      |          |                           |        |  |  |  |  |  |  |  |  |  | Sub Total (3)       |
| 4      |      |          |                           |        |  |  |  |  |  |  |  |  |  | Sub Total (4)       |
| ...    |      |          |                           |        |  |  |  |  |  |  |  |  |  |                     |
| ....   |      |          |                           |        |  |  |  |  |  |  |  |  |  |                     |

Part Time:





#### **SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS:**

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

- Form FIN-1. Financial Proposal Submission Form
- Form FIN-2. Summary of Costs



**FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM:**

[Location, Date]

To:

Manager Procurement  
REDAMCO  
Islamabad

**Subject: HIRING OF Master PLANNING & COMMERCIAL CONSULTANCY SERVICES**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*] \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_

[*The Financial Proposal is to be filled strictly as per the format given in RFP.*]

---

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



**FORM FIN-2 SUMMARY OF COSTS (IN LOCAL CURRENCY PKR)**

| Description                                                            | Amount (Rs)                 |
|------------------------------------------------------------------------|-----------------------------|
| Master PLANNING & COMMERCIAL CONSULTANCY SERVICES OF LOI BHER PROPERTY | In Figure:<br><br>In Words: |
| <b>Total Costs Inclusive of all applicable taxes</b>                   |                             |

**Note:**

- i. Total Costs inclusive of taxes shall be considered for financial evaluation
- ii. No escalation shall be payable during the services
- iii. The Consultancy Firm is required to complete the price schedule carefully and in case of any discrepancy or multiple prices, the proposal shall not be considered.
- iv. In case of discrepancy between the unit price and total, the unit price shall prevail.
- v. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.



## **SECTION 5: TERMS OF REFERENCE:**

### **5.1 Project Background**

Railway Estate Development & Marketing Company (Pvt.) Ltd. (REDAMCO) invites sealed proposals from reputable and experienced Consultancy Firms for preparation of Master Planning & Commercial utilization of Pakistan Railways Property at Loi Bher, in accordance with Railway Land Rules 2023.

### **Scope Of Services**

The Consultancy Services include, but are not limited to:

- Site Surveys assessment and data collection
- Conceptual / Master Planning
- Land utilization Plan and Development Plan
- Infrastructure and Services planning
- Construction Bye laws/ Regulatory requirements
- DC Value and Market value of property.

#### **1. Site Surveys, Assessment and Data Collection**

The Consultant shall undertake comprehensive site surveys and collect all relevant primary and secondary data necessary for preparation of the feasibility study and development plan. The assignment shall include, but not be limited to:

- Physical inspection and reconnaissance of the project site.
- Topographical and boundary verification, including existing land use and surrounding developments.
- Collection of ownership records, cadastral maps, revenue documents, and available utility drawings.
- Assessment of existing physical conditions, accessibility, right-of-way, environmental constraints, and encroachments, if any.
- Collection of demographics, economic, market, traffic, and socio-economic data relevant to the proposed development.
- Identification of site opportunities, constraints, risks, and development potential.

#### **2. Conceptual Planning and Master Planning**

The Consultant shall prepare conceptual development alternatives and a comprehensive master plan that maximizes the site's commercial potential while ensuring sustainable and efficient land utilization. The scope shall include:

- Development of conceptual development options.
- Preparation of a comprehensive master plan showing land use distribution and development phasing.
- Identification of appropriate development components, including Mix use commercial development, Retail, Health care, Educational, Corporate office, IT Parks and Theme/Amusement Park.
- Preparation of circulation plans for vehicles, pedestrians, emergency access, and service movement.





- Identification of open spaces, landscaping, parking, public amenities, and future expansion areas.
- Recommendation of the Commercially viable and technically feasible development option.

### **3. Land Utilization and Development Plan**

The Consultant shall evaluate the development potential of the site in accordance with applicable planning regulations and industry best practices. The assignment shall include:

- Determination of the optimum land use mix.
- Analysis of Floor Area Ratio (FAR), plot coverage, building heights, density, setbacks, and other applicable planning controls.
- Estimation of developable area and permissible built-up area.
- Assessment of development restrictions arising from zoning regulations, easements, utility corridors, heritage considerations, or environmental limitations.

### **4. Infrastructure and Services Planning**

The Consultant shall assess existing infrastructure and determine the requirements for proposed development. The scope shall include:

- Assessment of road network connectivity and transportation access.
- Evaluation of water supply, sewerage, drainage, electricity, gas, and other utility infrastructure.
- Identification of additional infrastructure requirements and upgrading needs.
- Preparation of conceptual utility layouts and infrastructure servicing plans.
- Preliminary estimation of infrastructure development costs and implementation requirements.

### **6. Construction Byelaws/ Regulatory requirements:**

The Consultant shall identify all applicable construction Bye laws and regulatory requirements governing the proposed development and ensure that the recommended development concept complies with the relevant laws and regulations. The assignment shall include:

- Review of applicable zoning regulations, building by-laws, and development control regulations.
- Assessment of approvals required from relevant federal, provincial, and local authorities.
- Identification of environmental, aviation, railway, utility, and other statutory clearances, applicable.
- Identification of permitting requirements, approval timelines, and associated risks.
- Preparation of a regulatory compliance matrix outlining all approvals, responsible authorities, statutory obligations, and recommended compliance strategy.

### **7. DC Value and Market value of property**

The consultant shall provide following:

- Latest DC/ FBR Value of the property
- Provide the overall market value of complete property
- Provide the assessed value of each Parcel as created during master planning by Accredited Valuator



## SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM:

### MANDATORY CRITERIA:

**Note:** The **Mandatory Criteria** shall be fulfilled by firm.

- i. Legal Status: Firm must be registered with:
  - FBR (Active Taxpayer)
- ii. The Firm is not blacklisted by any department of Government of Pakistan or any provincial governments in Pakistan. An affidavit (Rs. 1,200/-) shall be signed and submitted with Technical Proposal.
- iii. Affidavit for Correctness of Information (Rs. 1,200/-)
- iv. Bid Security fee receipt 100,000/- in the name of Railway Estate Development & Marketing Company (Pvt) Ltd



## 6A – EVALUATION CRITERIA:

The evaluation of the technical and financial proposals shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 100, out of which **70% weight-age** shall be for the technical score and remaining **30% weight** age shall be for the financial score.

### 6.1 Evaluation of Technical Proposals

6.1.1 The technical proposal will be evaluated on the basis of the relevant experience of the consultants, their understanding of the assignment, the proposed methodology, financial capacity, work plan, and the experience of the key professional staff. Only those consultants whose technical proposals score **70 marks or more** shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their Raw Technical Score (RTS).

6.1.2 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.

6.1.3 The final technical score (TSw) shall be calculated in the following manner:  $TSw = RTS \times 0.70$ .

| Criteria                                                                | Marks |
|-------------------------------------------------------------------------|-------|
| Firm Experience & Similar Projects and Real Estate Valuation Experience | 45    |
| Key Experts                                                             | 20    |
| Financial Capability                                                    | 10    |
| Methodology & Work Plan & Presentation                                  | 25    |
| Total                                                                   | 100   |

### 6.2 Evaluation of Financial Proposal

6.2.1 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula:  $FS = 100 \times (RFS \text{ min}/RFS)$ . Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (30%) and final weighted score will be arrived at  $FSw = FS \times 0.30$ , FSw is weighted financial score.

#### Combined Score

6.2.4 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely:  $CS = TSw + FSw$ .

6.2.5 The Proposal obtaining maximum combined score shall be declared as the Best Evaluated Proposal and the Consultants offering the Best Evaluated Proposal shall be declared as the successful Consultancy Firm and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

6.2.6 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.



## 6B – SCORING SYSTEM:

The Technical Proposal will be evaluated on the basis of the criteria given below:

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                      | Marks     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>1. Firm's relevant Experience</b><br>(i) In the Consultancy Firm, scores will be allotted only once for the same project / milestone.<br>(ii) Consultancy Firm Member Firms shall attach supporting documents/ evidence of experience (Contract Agreement stamp paper or completion certificate)<br>(iii) Historical exchange rate prevailing on completion of milestone will be used to convert foreign currency to PKR<br>(iv) Previous Sub-contracting experience shall not be eligible for scoring. Only as a Consultancy Firm member will be eligible for scoring. | Experience of <b>Town Planning / Master Planning</b> during last 05 years<br><br>Rs 15 million or more 45 marks<br>Less than 15 Rs million – more than or equal 10 million 30 marks<br>Less than 10 million 15 marks | 45        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>TOTAL</b>                                                                                                                                                                                                         | <b>45</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                      |           |
| <b>2. Key Professional Staff</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Technical Team:</b><br><br>● Town Planner / Architect 10 Marks<br>● Civil Engineer 05 Marks<br>● Real Estate Valuation Expert 05 Marks                                                                            | 20        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>TOTAL</b>                                                                                                                                                                                                         | <b>20</b> |



|                                                                 |                                                                                                                     |            |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------|
| <b>3. Financial Capability</b>                                  | Average Annual turn-over of last three (3) years                                                                    |            |
|                                                                 | PKR 50 million or above                                                                                             | 10 marks   |
|                                                                 | Less than PKR 50 to equal to 30 million                                                                             | 07 marks   |
|                                                                 | Less than PKR 30 to equal to 15 million                                                                             | 05 marks   |
|                                                                 | Less than 15 million                                                                                                | 00 marks   |
| <b>Understanding of the Assignment and Proposed Methodology</b> | <b>Understanding of the assignment &amp; Proposed Methodology</b>                                                   |            |
|                                                                 | (Note that, 'Understanding of the Assignment' presented by any consultancy firm, shall not be more than 500 words.) | 25         |
|                                                                 | i. Comprehensive and detailed understanding pertaining to the Project execution                                     |            |
|                                                                 | Presentation to Management on Proposed Methodology                                                                  |            |
|                                                                 | <b>TOTAL</b>                                                                                                        | <b>30</b>  |
| <b>GRAND TOTAL</b>                                              |                                                                                                                     | <b>100</b> |



The weight-age points given to evaluation sub-criteria for qualifications and competence of key staff are:

| #  | FINANCIAL TEAM                      | Weight-age                                                                                                                                                                                                                                                          |
|----|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>Team Leader / Town Planner</b>   | <u>Qualification:</u><br>Master's degree (18 years) in Regional Planning/Real Estate Planning/Infrastructure Planning/Master & Town Planning<br><br><u>Relevant Experience</u><br>Experience in Real Estate Planning, Designing<br><br>Minimum 10 years' experience |
| 2. | <b>Civil Engineer</b>               | <u>Qualification:</u><br>Master's Degree (16 years of education) in Civil engineering<br><br><u>Relevant Experience:</u><br>Experience in design or development of commercial large-scale<br><br>Minimum 05 years' experience                                       |
| 3. | <b>Real Estate Valuation Expert</b> | <u>Qualification:</u><br>DAE in Civil engineering<br><u>Relevant Experience</u><br><br>Experience in Real Estate valuation of large infrastructure projects.<br><br>Minimum 05 years' experience                                                                    |

- i. **50% weight-age** shall be given to qualification whereas **50% weight-age** shall be assigned to experience for each proposed resource given in above table.
- ii. It is the fundamental responsibility of the procuring agency to verify all the documents submitted by the Consultancy Firm, including the registration certificate, experience certificate and bid securities etc., from the relevant issuing authorities prior to award of the contract.
- iii. Furthermore, in accordance with Rule-18 of the Public Procurement Rules, 2004, the procuring agency is empowered to disqualify a Consultancy Firm at any stage of the procurement process, if it is found that the information provided regarding their qualification was false, materially inaccurate, or incomplete.
- iv. The consultancy Firms shall provide the Evidence of terminal Degree, CV and job Agreements.
- v. The Experience shall be count from the last degree of Purposed Personal.
- vi. If the Degree title doesn't match, the experience will not count. Like-wise if experience is not relevant then pro-rata approach will be applied. Furthermore, Post Qualification experience will be counted.



## SECTION 7: INTEGRITY PACT:

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE FIRM

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

..... [name of Supplier] 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 Government through any corrupt business practice.

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

[Name of Supplier] 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## SECTION 8: AFFIDAVIT:

**To:**

Manager Procurement  
REDAMCO  
Islamabad

**Re:     HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE  
COMMERCIAL DEVELOPMENT**

**[Date]**

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Lead Member of Consultancy Firm*] hereby represents and warrants that, as of the date of this letter [*Name of Prospective Lead Member of Consultancy Firm*], and each member of our Consultancy Firm (if applicable):

- a. Is not in bankruptcy or liquidation proceedings;
- b. Not convicted of fraud, corruption collusion or money laundering;
- c. Is not aware of any conflict of interest or potential conflict of interest arising from previous or existing contracts or relationships that could have a significant impact on its ability to fulfill its obligations under the Consultancy Contract;
- d. Does not fall within any of the circumstances for ineligibility listed in Section 2.18 (Basic Eligibility Criteria) of the Request for Proposal.
- e. not black listed by any department of Government of Pakistan or any provincial governments in Pakistan

Yours Sincerely,

Authorized Signature  
Name and Title Signatory  
Name of Firm  
Address



## SECTION 9: POWER OF ATTORNEY:

[On Stamp Paper of the required value]

[To be notarized]

Know all men by these presents, we, \_\_\_\_\_ [*insert name and address of the registered office of the firm*] do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ [*insert name and father name*] who is presently employed with [*us or the Lead Member of our Consultancy Firm*] and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the our proposal for providing consultancy services in relation to the HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT of REDAMCO (the “**Project**”), including signing, authenticating and submission of application / proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information / documents and generally to represent us in all its dealings with the REDAMCO Company , any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**For and on behalf of** [insert name of the relevant Consultancy Firm Member]

Signature \_\_\_\_\_

Name, Title and: \_\_\_\_\_

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

**Signature of the Attorney** \_\_\_\_\_

Name, Title and: \_\_\_\_\_

Address of the Attorney: \_\_\_\_\_

### Witnesses

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

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

CNIC No.: \_\_\_\_\_

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

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

CNIC No.: \_\_\_\_\_

**Note:**

- a. In a Consultancy Firm (including Lead Member) in favor of a representative and attorney of the Lead Member of the Consultancy Firm.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

## **Appendix-I**

Form of

### **CONSULTANCY AGREEMENT**

**between**

[.]

**and**

[.]

Dated: *[Insert Date of Agreement]*

This Agreement for Consulting Services (“**Agreement**”) is dated *[insert date]* (the “**Effective Date**”) and entered into between:

*[Name of entity]*, a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at *[specify address]* (the “**Client**”), through its authorized representative;

and

*[Name of entity]*, a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at *[specify address]* (the “**Consultant**”), through its authorized representative;

each a “**Party**” and together the “**Parties**”.

**AND WHEREAS** pursuant to the program an RFP titled “[*insert name*],” RFP No. [*insert number*] dated [*insert date*] had been shared with shortlisted firms for hiring of a Consultancy Firm Member;

**AND WHEREAS** the Consultant has emerged as the successful Consultancy Firm in response to the RFP and the terms and conditions for the engagement have been finalized between the Parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein agreed upon, the Parties hereby agree as follows:

## **DEFINITIONS**

For purposes of this Agreement, the following terms have the meanings set forth or as referenced below:

- (a) “**Agreement**” means this Agreement with respect to the provision of Services, which includes all schedules and any agreements supplemental to it, and as amended from time to time;
- (b) “**Client**” shall have the same meaning as set forth in the preamble of this Agreement;
- (c) “**Confidential Information**” means (i) all information relating to the Client of which the Consultant becomes aware in its capacity as Consultant or which is received by the Consultant in connection with the Agreement and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, and (ii) information which is described and/or marked as “confidential” at the time of disclosure with respect to information disclosed by the Consultant to the Client;
- (d) “**Consultant**” shall have the same meaning as set forth in the preamble of this Agreement;
- (e) “**Consultant-Related Persons**” means any of the Consultant’s approved subcontractors, member firms of the Consultant’s Consultancy Firm as proposed in its Proposal and any of their and the Consultant’s officers, directors, employees, representatives, attorneys, agents, affiliates or approved subcontractors;

- (f) “Delay” means delay in the completion of the Service in accordance with the terms and conditions set forth in the Agreement;
- (g) “Designated Officer” means the relevant officer(s) that has been designated by the Client with reference to the Services, who performs such functions as assigned to them by the Client in connection with oversees the delivery of the Services and/or administering and monitoring performance of the Services in accordance with the Client’s performance standards and requirements;
- (h) “Force Majeure” includes, but is not limited to, war (whether declared or not), riots, invasion, revolution, insurrection, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other action confiscation or any other action by government agencies or any other unforeseeable act or event of a similar nature or force which is beyond the Parties’ control and which prevents either of the Parties from fulfilling any or all of their obligations under the Agreement;
- (i) “Notices” means all written communication required under the Agreement to be exchanged between the Parties, including but not limited to, requests, permissions or consents;
- (j) “Party” or “Parties” shall have the meaning as set forth in the preamble of this Agreement;
- (k) “Services” means the services to be provided by the Consultant pursuant to the Agreement in accordance with the Scope of Work set forth in Schedule A of this Agreement;

## **1. SCOPE OF THE AGREEMENT; TERM OF AGREEMENT**

- 1.1 The Consultant shall perform the Services set out in Schedule A (Scope of Work) in accordance with terms and conditions of this Agreement.
- 1.2 Unless terminated earlier pursuant to this Agreement, this Agreement shall remain valid from the Effective Date for a period of Six (6) months, aligned with the Schedule of Deliverables, and may be extended by mutual written agreement of the Parties on the same terms and conditions (or as otherwise agreed in writing).
- 1.3 The Client undertakes:
  - a. to remunerate the Consultant for the Services in a timely manner as set out in the payments clause herein;
  - b. to use its reasonable endeavors to ensure that the Consultant has timely and adequate access to all information, personnel and documentation available to the institution that will be required by the Consultant to render the services;
  - c. to inform the Consultant of any information or developments which may come to their attention during the duration of the Agreement, which might have a bearing on or be relevant to the services to be provided by the Consultant;
  - d. to co-operate with the Consultant at all times for the purposes of facilitating a timely and efficient delivery of the services;

## **2. PAYMENT; INVOICING**

- 2.1 Payment to the Consultant for Services provided shall be in the manner set forth in Schedule B (Payment Terms) to this Agreement.
- 2.2 The Client shall make payments under the Agreement subject to the following conditions:
- (a) Payments shall be made only after the Designated Officer certifies that the Services were evaluated and found to have been performed or provided in accordance with the terms of the Agreement. If after evaluation it is observed that the Consultant's work requires further modification then the Consultant shall be provided additional days by the Client to make the required changes and resubmit their work;
  - (b) The Consultant's request for payment shall be made to the Client in writing; accompanied by an invoice describing the Services performed delivered and documents required under the Agreement; and certifying fulfillment of all applicable obligations stipulated in the Agreement;
  - (c) The Client shall pay the properly invoiced amount within a period of thirty (30) days after the date on which the Consultant submits a duly completed and valid invoice or claim to the Client;
  - (d) The Consultant shall submit such documents supporting the Consultant's invoice or statement of account, as the Client may reasonably require.
  - (e) The Consultant shall provide the Client with the Consultant's bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.
  - (f) All payments under this Agreement shall be made to the invoicing party namely, the Advisory Consultancy Firm, approved under Section 1, provided that the invoices will be raised by the individual members of the Advisory Consultancy Firm, which shall be clubbed together by the Lead Advisor into a single Invoice indicating the share of each individual member of the Advisory Consultancy Firm. The Client shall make the payment to the individual member of the Advisory Consultancy Firm separately under intimation to the Lead Advisor as per the single invoice submitted by the Lead Advisor. The account details for payment for individual members of the Advisory Consultancy Firm will be provided by the Lead Advisor to the Client.

### **3. CONSULTANT-RELATED PERSONS**

3.1 Key personnel of the Consultant that shall be engaged for provision of Services under this Agreement are set forth in Schedule C (Key Personnel) of this Agreement. With respect to other Consultant-Related Persons, the Consultant may propose staff to the Client. The Consultant shall submit a copy of their curriculum vitae for the Client's review and approval.

3.2 The Client may request the withdrawal or replacement of any of the Consultant-Related Person(s) if the Client finds their qualifications and training to be inconsistent with the qualifications agreed with the Consultant and/or their performance to be inadequate.

3.3 The withdrawal or replacement of the Consultant-Related Person shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement. All expenses related to the withdrawal or replacement of the Consultant-Related Person shall, in all cases, be borne exclusively by the Consultant.

3.4 Prior to employing individuals or subcontractors to work under this Agreement, the Consultant shall, at its own expense, perform or cause to be performed the relevant background checks, and maintain, or cause to be maintained, the results of the background checks in its employee's and its subcontractor's employee's file in accordance with the applicable laws to ensure that reliable and competent individuals are selected.

3.5 During the provision of the Services, if substitution of Consultant's key personnel or experts is necessary, the Consultant shall propose other experts of at least the same level of qualifications for approval by the Client.

3.6 The Consultant shall ensure that all Consultant-Related Persons behave in accordance with applicable laws, generally acceptable professional standards, and good industry practice in performing the Services under the Agreement.

#### **4. CONSULTANT'S UNDERTAKING**

4.1 The Consultant shall immediately notify the Client in writing if:

- (a) the Consultant merges with, acquires, or transfers all or substantially all of its assets to another entity;
- (b) any person or entity acquires directly or indirectly the majority of the beneficial ownership rights in the Consultant;
- (c) any person or entity acquires directly or indirectly the power to elect a majority of the board of directors of the Consultant, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Consultant;
- (d) the Consultant is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations or liabilities;
- (e) the Consultant is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation or any other such equivalent process;
- (f) the Consultant's financial condition becomes significantly unstable and threatens to jeopardize the Consultant's ability to perform its obligations under the Agreement;
- (g) the Consultant loses any license or authorization required to perform its obligations under the Agreement; or
- (h) the Consultant faces any event beyond its control or a situation that makes it impossible for it to carry out its obligations under the Agreement.

4.2 If any of the events set forth in Clause 5.1 occur, the Parties shall, without prejudice to any other provision of the Agreement, use reasonable endeavors to agree alternative arrangements to ensure full performance of the Agreement.

4.3 The Consultant shall provide the Services in good faith, with due professional care and skill and in a manner that meets or exceeds prevailing industry and professional standards and undertakes to ensure that the Services do not infringe any third-party trade secret, copy right, patent or trademark.

4.4 The Consultant shall obtain certificates, permits, approvals, licenses and other documents required under applicable laws, regulations and decrees which are required in order to perform the Services under the Agreement. If the Consultant requests the Client's assistance in obtaining such permits, approvals, or licenses from local public authorities, the Client may exert reasonable efforts to assist the Consultant in completing such requirements in a timely and expeditious manner.

4.5 The Consultant shall perform its obligations under this Agreement diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders concerning environmental protection, corporate social responsibility and employees of the Consultant engaged in performing the Services (including harassment and dissemination-related laws).

The Consultant shall observe the highest standard of ethics during the execution of this Agreement. The Client reserves the right to terminate this Agreement (in addition to any other legal remedies) if it is established that the Consultant has engaged in any corrupt or fraudulent practices in the performance of the Services under this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES**

5.1 The Consultant warrants and represents that:

- (a) it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Agreement;
- (b) the Agreement is executed by a duly authorized representative of the Consultant;
- (c) as of the Effective Date, all information contained in the Consultant's proposal remains true, accurate and not misleading;
- (d) it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, and lawful orders of public authorities of any jurisdiction in which the Services shall be performed under this Agreement;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Consultant or any of its assets that could adversely affect the Consultant's ability to perform the Services under the Agreement;
- (f) it is not subject to any contractual obligation that would adversely affect the Consultant's ability to perform the Services under the Agreement; nor has the Consultant done or omitted to do anything that could adversely affect its assets, financial condition or position as a going business concern;
- (g) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Consultant's assets or revenue; and
- (h) it has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Consultant and in the country where it is registered and has complied with applicable securities and tax laws and regulations.



## **6. SOURCE OF INSTRUCTION**

6.1 Subject to Clause 7.2, the Consultant shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of its obligations under the Agreement. Should any authority external to the Client seek to impose any instructions concerning or restrictions on the Consultant's performance under the Agreement, the Consultant shall promptly notify the Client. The Consultant shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of the Client, and the Consultant shall perform its obligations under the Agreement with the fullest regard to the interests of the Client.

## **7. CONFIDENTIAL INFORMATION**

7.1 The Parties shall treat each other's Confidential Information as confidential in accordance with this Clause, use the Confidential Information solely for the purpose for which it was disclosed, and exert diligent efforts to safeguard and avoid unauthorized disclosure of the other Party's Confidential Information to third parties without the disclosing Party's prior written consent.

7.2 Unless the Client states otherwise, disclosures by the Client to the Consultant shall be deemed confidential. The Consultant may only disclose the Client's Confidential Information to the Consultant-Related Persons who are directly involved and who need to know the information in providing the Services. The Consultant shall ensure that such Consultant-Related Persons are aware of and shall comply with the Consultant's obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of the Client's Confidential Information by a Consultant-Related Person shall be deemed to be a breach of this Clause by the Consultant. The Client may, as it deems appropriate and in light of the particular Services to be performed by the Consultant request the Consultant to require any Consultant-Related Person to sign a confidentiality undertaking substantially similar to this Clause before commencing any work related to the Services covered by the Agreement.

7.3 The obligations of confidentiality specified in this Clause shall not apply to any information, including Confidential Information that:

- (a) is in the public domain at the date of this Agreement or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Clause);
- (b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the disclosing Party under this Agreement;
- (c) the Parties agree in writing is not confidential or may be disclosed; and
- (d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party.

7.4 If the Consultant is or may be required to disclose Confidential Information belonging to the Client pursuant to any applicable law, regulation or judicial or arbitral decision, it shall promptly notify the Client of the same and shall cooperate with the Client and use its best endeavors to prevent and/or limit the extent of disclosure.

7.5 The Client may disclose Confidential Information to the extent required pursuant to any applicable law, regulation or judicial or arbitral decision.

These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information (or copy thereof) provided to the receiving Party in written or electronic form; save to the extent that the receiving Party is required to retain such Confidential Information (or a copy thereof) by applicable law, rule or regulation, or to the extent that such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures. To the extent that the receiving Party retains any such Confidential Information in accordance with this provision, the confidentiality obligations set out herein shall continue to apply with respect to such Confidential Information.

## **8. CONFLICT OF INTEREST**

8.1 The Consultant shall ensure that the key personnel and other experts working on specific assignments avoid, during the term of the Agreement, carrying out any other assignments that may give rise to a conflict of interest with respect to the Consultant's obligations under this Agreement.

8.2 The Consultant warrants that at the time of execution of this Agreement, the key personnel, Consultant-Related Personnel and other experts who are expected to work on specific assignments are not engaged in any ongoing work that would violate this, Clause. The Consultant shall disclose to the Client details of any such conflict of interest which may arise during the term of the Agreement.

8.3 The Client shall undertake measures to manage actual or potential conflicts of interest, including termination of the Agreement, as circumstances may warrant. Such rights are without prejudice to any other remedies or rights of action which have accrued or which may subsequently accrue to the Client in connection with the Agreement.

8.4 The Consultant shall also share its conflict-of-interest policy that is applicable when handling such assignments as contemplated under this Agreement.

8.5 For the purposes of this Clause, "conflict of interest" means any situation in which a party has interests or relationships that could, or could be deemed to, improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

## **9. USE OF DOCUMENTS; DOCUMENTS TO BE THE PROPERTY OF THE CLIENT**

9.1 All products, documents, materials, and information submitted to the Client, and all relevant data and supporting materials compiled in performing the Services, shall be the property of the Client, shall be used solely for purposes related to the Agreement, shall be made available for use or inspection by the Client at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Client's Designated Officer on completion of Services under the Agreement.

9.2 The Client shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to processes, inventions, ideas, know-how, or products, documents and other materials which the Consultant has developed for the Client under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Client.

9.3 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre-existed the performance by the Consultant of its obligations under the Agreement, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Client does not and shall not claim any ownership interest thereto, and the Consultant grants to the Client a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Agreement.

9.4 At the request of the Client, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Client in compliance with the requirements of the applicable law and of the Agreement.

## **10. PUBLICITY, AND USE OF THE NAME, TRADEMARK AND LOGO**

10.1 Within fifteen (15) days of the execution of the Agreement the Consultant and the Client shall mutually determine, in writing, matters related to publicity, use of name, trademark and logo on work products and deliverables produced pursuant to the Services provided under this Agreement.

## **11. TERMINATION BY CLIENT**

### *Termination for convenience; change of circumstances*

11.1 The Client may terminate the Agreement in whole or in part at any time by submitting not less than thirty (30) days written Notice of such termination to the Consultant if the Client determines, in its sole and absolute discretion, that a termination is in its best interest or if the mandate, policies and/or funding of the Client applicable to the performance of the Agreement is curtailed, changed or terminated. Such Notice shall state that termination is for the Client's convenience, the extent to which performance of Services is terminated, and the termination date. Unless otherwise instructed by the Client, the Consultant shall stop work immediately on receipt of Notice and follow the instructions of the Client.

11.2 In the event of a termination for convenience, the Consultant shall be entitled to be paid for the Services satisfactorily and properly performed by the Consultant prior to the effective date of termination, provided however that the Client may advise the Consultant to conclude any ongoing assignments being performed by the Consultant.

### *Termination for Force Majeure*

11.3 The Client may terminate the Agreement, by not less than thirty (30) days' written Notice of termination to the Consultant if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than ninety (90) days. In the event of termination for Force Majeure, the Consultant shall be entitled to be paid for Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Agreement.

11.4 The Client may, at any time before the effective date of termination, decide to withdraw the Notice to terminate issued by the Client pursuant to Clause 12.3 or issued by the Consultant pursuant to Clause 13.1 and notify thereof in writing to the Consultant if the event(s) of Force Majeure ceases to exist and the Consultant is able to resume its full performance under the Agreement in which case the Consultant shall continue to perform its obligations under the Agreement starting from the date determined by the Client.

#### Termination for Default

11.5 The Client may terminate the Agreement immediately by serving a written Notice to the Consultant specifying the reasons for the default if:

- (a) the Consultant undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent;
- (b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Consultant's assets and such attachment or process is not discharged within fifteen (15) days;
- (c) there is a change of ownership or control with respect to the Consultant;
- (d) the Consultant otherwise loses legal capacity to Agreement;
- (e) the Consultant:
  - i. breaches a material provision of the Agreement and fails to remedy such breach within thirty (30) days; or
  - ii. materially breaches any other provision of the Agreement twice or more time in a continuous six (6) month period and, in each case, fails to remedy the relevant breach within 30 days, and/or
  - iii. breaches any representations or warranties made under this Agreement and, in either case, if such breach is capable of remedy, fails to remedy such breach within a reasonable time period notified to it by the Client; or
- (f) the Client determines that the Consultant or a Consultant-Related Person has committed or engaged in unlawful acts with respect to performance of Services under Agreement.

## **12. TERMINATION BY THE CONSULTANT**

12.1 The Consultant may terminate the Agreement by giving not less than thirty (30) days' written Notice to the Client:

- (a) if the Client fails to pay any undisputed amount of monies due to the Consultant pursuant to the Agreement, within ninety (90) days of receiving written Notice from the Consultant that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

### **13. INDEMNIFICATION**

13.1 To the fullest extent permitted by law, each Party agrees to indemnify and hold harmless the other Party from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the indemnified Party, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- (a) allegations or claims that the possession or use of any patented device, any copyrighted material, or any other goods, property or services provided or licensed under the terms of the Agreement, in whole or in part, separately or in a combination contemplated by the providing Party's published specifications therefore, or otherwise specifically approved by the providing Party, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or
- (b) any willful misconduct, action, omission or gross negligence of the indemnifying Party, or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

13.2 Each party shall inform the other of any such suits, proceedings, claims, demands, losses and liability within a reasonable period of time after having received actual notice thereof.

13.3 The obligations set out herein shall survive the expiration or termination of the Agreement.

13.4 The Client agrees that the Consultant, its partners, principals, and employees shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to Consultant firm under this engagement. In no event shall the Consultant, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, the Consultant will not be liable in respect of any decisions made by Client as a result of the performance by firm of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

### **14. FORCE MAJEURE**

14.1 Neither Party shall be liable to the other for any Delay in performing or failure to perform its obligations under the Agreement if the Delay or failure is caused by Force Majeure.

14.2 In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of the relevant circumstances. Such notification shall include the nature of the event of Force Majeure, the obligations the performance of which has been prevented as a result of the event of Force Majeure, the likely duration of the event of Force Majeure and the steps that the affected Party is taking to limit the effect of and to bring an end to the event of Force Majeure. Unless otherwise

directed by the Client in writing, the Consultant shall continue to perform its obligations under the Agreement to the extent possible notwithstanding the existence of an event of Force Majeure and undertake reasonable alternative means to perform the obligations affected by the event of Force Majeure. The affected Party shall promptly notify the other Party as soon as the event of Force Majeure ceases to exist and the affected Party is able to resume the performance of its obligations under the Agreement.

14.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's experts, subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

## **15. RELATIONSHIP BETWEEN THE PARTIES**

15.1 The Consultant is an independent contractor of the Client. The Agreement shall not create, nor be deemed to create, the relationship of employer and employee or principal and agent between the Client and the Consultant or the Consultant's employees, agents or any other persons engaged by the Consultant to perform its obligations under the Agreement. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Agreement.

## **16. GOVERNING LAW AND LANGUAGE**

16.1 This Agreement shall be governed and interpreted according to the laws of Pakistan without regard to conflict of laws principles.

16.2 The Agreement is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Agreement, unless otherwise specified in the Agreement. Notices and other correspondences pertaining to the Agreement that the Parties may exchange shall likewise be in English.

## **17. SETTLEMENT OF DISPUTES**

17.1 The Client and the Consultant shall exert every effort to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Agreement within thirty (30) days of either Party's Notice of the dispute to the other. During this period, the Designated Officer and the Consultant's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating the matter to senior Client management and their respective counterpart/s within the Consultant.

17.2 Should efforts to resolve disputes amicably under the preceding Clause fail, any dispute, controversy or claim arising out or relating to the Agreement, including the existence, validity, interpretation or breach thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and resolved through arbitration by a sole arbitrator under the Arbitration Act, 1940.

17.3 Pending resolution of any such disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

## **18. AUTHORIZED REPRESENTATIVE; NOTICES**

18.1 Each Party shall designate an Authorized Representative that shall coordinate between the Client and the Consultant with respect to the implementation of this Agreement.

18.2 All Notices, information or other communications to be given by the Client to the Consultant under the Agreement shall be given to the Consultant's Authorized Representative, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Agreement by the Client shall be taken or executed by the Client's Authorized Representative.

18.3 Any Notices, information or other communications required under the Agreement shall be in writing and shall be delivered in person, by registered or certified mail, or through electronic mail.

18.4 The Consultant shall not take any order, directive, or instruction from unauthorized Client staff. Questions relating to the authority of orders, directives or instructions given in the name of the Client should be directed to the Client's Authorized Representative.

### **Authorized Representatives of Client:**

Attention:  
Telephone:  
Fax:  
E-mail:

Attention:  
Telephone:  
Fax:  
E-mail:

### **Authorized Representative of the Consultant:**

Attention:  
Telephone:  
Fax:  
E-mail:

18.5 Notices delivered in person shall be effective when delivered to the address specified above and personally received by the addressed Party's Authorized Representative. Notices sent by registered or certified mail shall be effective on the date of delivery to the address specified hereunder, as shown in the return card for registered mail or the postmaster's certification. Otherwise, Notices sent through electronic mails shall be effective upon successful transmission to the receiving Party.

18.6 Either Party may designate a new Authorized Representative by serving written Notice on the other. The designation shall take effect immediately upon receipt of the Notice.

## **19. TRANSFER AND SUBCONTRACTING**

19.1 The Consultant shall not assign or transfer the Agreement or specific rights or obligations under it without the Client's prior written consent.

19.2 The Consultant shall obtain the Client's written consent prior to entering into a subcontract for engaging a subcontractor for the performance of any part of the Services. Where the Client has consented to subcontracting, copies of each sub-contract shall, at the request of the Client, be sent by the Consultant to the Client as soon as reasonably practicable. Notwithstanding the foregoing, the Consultant shall be solely liable to the Client for the work of the subcontractor.

19.3 The Client shall be entitled, in its sole discretion, to review the qualifications of any subcontractor and to reject any proposed subcontractor that the Client reasonably considers is not qualified to perform obligations under the Agreement. Any rejection or request for removal of a subcontractor by the Client shall not, in and of itself, entitle the Consultant to claim any Delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement.

19.4 To the extent that the Client has consented to subcontracting of all or part of the Services, the Consultant agrees that the obligations of the Consultant under the following Clauses, as applicable, shall be specifically incorporated into all subcontracts of any tier; (a) Conflict of Interest; (b) Confidential Information; (c) Audits and Investigations; and (d) Consultant's Undertaking. For purposes of this Agreement the term "subcontract" shall mean any Agreement by the Consultant with any Consultant-Related Persons to perform a portion of the Services, as well as any Agreements between a subcontractor and its lower tier Consultants, vendors, suppliers, consultants, or other entities or persons.

## **20. AMENDMENTS**

20.1 The Client and the Consultant shall not vary or modify the terms and conditions of the Agreement except by prior written amendment duly executed by the Parties.

20.2 For the avoidance of doubt, the Consultant shall not be entitled to request price adjustments as a result of fluctuations in the foreign exchange rate, an increase in the Consultant's actual or contingent costs or on any other similar grounds.

20.3 If the Agreement shall be extended for additional periods in accordance with the terms and conditions of the Agreement, the terms and conditions applicable to any such extended term of the Agreement shall be the same terms and conditions as set forth in the Agreement.

## **21. TAX**

21.1 Payments shall be made to the Consultant after compulsory deduction of all applicable taxes. The Consultant shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the Agreement and performance of the Services in Pakistan or in any other country, the amount of which is deemed to have been included in the payment duly payable under the Agreement. The Client shall not be liable to reimburse any such taxes.

## **22. INSURANCE**

22.1 The Consultant shall take out and maintain at all times during the term of the Agreement and at its own cost appropriate insurance coverage, which coverage shall include such insurances as may



be required by the law of the country of incorporation of the Consultant and/or the laws of the country in which the Services are to be performed.

## **23. AUDITS AND INVESTIGATIONS**

23.1 The Client may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Consultant generally relating to non-performance of the Agreement at any time during the Agreement term and for a period of three (3) years following the expiry or early termination of the Agreement.

23.2 The Consultant shall keep and maintain for at least three (3) years after the expiry or early termination of the Agreement, or as long a period as may be agreed between the Parties, accurate records of the Agreement including the Services supplied under it and all payments made by the Client under the Agreement. The Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Client access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's personnel and relevant documentation. The Consultant shall require its agents, including, but not limited to, the Consultant's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Client hereunder.

## **24. SUPERSESSION AND SEPARABILITY**

24.1 The Agreement supersedes all prior written or verbal Agreements between the Client and the Consultant and contains the reciprocal obligations of the Parties pertaining to or arising out of the delivery of the Service. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.

24.2 Should any Clause, subparagraph or part of the Agreement be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Agreement or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

## **25. WAIVER**

25.1 The failure of either Party to insist upon strict performance of any provision of the Agreement; or the failure of either Party to exercise, or any Delay in exercising, any right or remedy under the Agreement shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Agreement.

25.2 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

## **26. COUNTERPART**

26.1 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

26.2

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the date below written and for this Agreement to be executed with effect from the date above written.

**For and on behalf of [.]**

Signed by:

**For and on behalf of [.]**

Signed by:

Name:  
Title/Position

Name:  
Title/Position:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1.

1.

Signature:  
Witnesses Name:  
Identification No.:

Signature:  
Witnesses Name:  
Identification No.:

2.

2.

Signature:  
Witnesses Name:  
Identification No.:

Signature:  
Witnesses Name:  
Identification No.:

**BENCH MARK**

| <b>Sr. No</b> | <b>Site Details/Address</b> | <b>Area<br/>(Kanal)</b> | <b>Estimated Budget<br/>(PKR)</b> |
|---------------|-----------------------------|-------------------------|-----------------------------------|
| 1.            | LOI BHER PROPERTY           | 228                     | <b>Five (05) million</b>          |