<u>Request for Proposal</u>

PROCUREMENT OF CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE
(Consultancy Services)

National

Single Stage-One Envelope

September 18, 2026

Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)),Manager Procurement
Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory
Phone: +92-301-517-5171, Email: khizar.hayat@p3a.gov.pk

Table of Contents

PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A))** has reserved Funds for the procurement planned for FY **2026-27**. The **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**PROCUREMENT OF CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE**" with the reference of "**P127309**"

2. The **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Bank Guarantee** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/127309**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 5, 2026 12:00 PM**. Proposals will be opened on the same day at **Monday, October 5, 2026 12:30 PM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the

new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)), Manager Procurement

Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory

+92-301-517-5171

khizar.hayat@p3a.gov.pk

Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. **General Considerations**

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. **Language**

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant’s Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals’ submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. **Currency of Proposal**

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. **Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. **Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A))**

The subject of procurement is: **PROCUREMENT OF CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P127309**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, September 25, 2026
Pre-Bid Meeting: Thursday, September 24, 2026 11:00 AM
Venue: Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1
Meeting Link: https://us06web.zoom.us/j/83624439067?pwd=NF8ni2aA9Me2MpObTadXbkjrWPBC0E.1

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6
ITB Number 7.1

Proposals shall be valid until **118 Days**

BDS Clause Number 7
ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8
ITB Number 10.2

The Consultant’s Proposal must include the minimum Key Experts’ time-input of __________person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9
ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Bank Guarantee**

BDS Clause Number 13
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, October 5, 2026 12:00 PM**

BDS Clause Number 15
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Monday***

Date: ***Monday, October 5, 2026***

Time *: **12:30 PM***

BDS Clause Number 16
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18
ITB Number 21.5

The Performance guarantee shall: **0%.**

The Performance Guarantee shall be acceptable in the form of: **Nil**

G. Review of Procurement Decisions

BDS Clause Number 19
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm Company (Private Limited) Company (Public Limited)	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) SECP

Eligibility Criteria	Document
Affidavit for non-blacklisting	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Successfully completed assignments involving financial modelling, transaction structuring or PPP/private-sector participation for SEZs, EZs, EPZs, STZs or comparable industrial infrastructure projects: (Qualitative)(Doc Required) More than 3 projects **(30)** 1-2 projects **(21)**	30
Assignment(s) in I above that achieved commercial close (Qualitative)(Doc Required) 2 or more **(10)** 1 **(5)**	10

Relevant local and/ or international experience of (including China, ASEAN, Gulf SEZ models) of working on the similar assignments: (Qualitative)(Doc Required) Both (Local & International) **(20)** Only international experience **(12)** Only Local Experience **(8)**	20
Team Lead / Financial & Project Finance Expert CA/ACCA/CFA or Master's in Finance/Economics/Business or equivalent, with minimum 7 years' relevant experience in financial modelling, project finance, PPP or transaction advisory (Qualitative)(Doc Required)	12
SEZ / Transaction Expert Degree in Finance/Economics/Business/Engineering or related field, with minimum 7 years' relevant experience in SEZ/EZ/EPZ, industrial parks or comparable infrastructure projects, land allocation (Qualitative)(Doc Required)	8
Proposed methodology, work plan, understanding of the TORs and demonstration of ability to deliver within the suggested time as given in the TORs (5 marks each for methodology, workplan, understanding of the TORs and demonstration of ability to deliver within the suggested timeframe) (Qualitative)(Doc Required)	20

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE	**Address:** Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory **Schedule:** 04 weeks **Quantity:** 1/job **Quantity:** 1 job	1/job	175000 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE

TORs (Terms of Reference):

Term of References (TORs)

Federal SEZA is responsible for development of special economic zones and needs to carry out a third-party validation exercise of the financial model developed/prepared by Federal SEZA for Karachi Industrial Park (KIP). P3A, the Procuring Agency, on behalf of Federal SEZA, hereby invites proposal in accordance with the terms of reference (TORs) detailed below.

1. Background and Context

The Federal Government has approved development of a Special Economic Zone on 6,409 acres of Pakistan Steel Mills land, Karachi, under Federal SEZA as anchor/ master developer, with co-developers to be allotted 500-to-1,000-acre parcels. Per internal workings, the proposed lease rates of USD 10,000/acre/year (for 50% export commitment) and USD 1,000/acre/year (for 70% export commitment) were arrived at, but need independent financial validation before they are locked into the RFP and Development Agreement. A parallel need also exists for a transparent, defensible framework to allocate land parcels among competing co-developers.

1. The Objective

To engage a credible financial advisory consultant to independently validate (and where needed, rebuild) the financial model underpinning KIP's lease rate structure; benchmark it against local, regional, and global SEZ practice; and recommend a bankable set of project metrics along with a transparent land allocation framework. All this is to be delivered within a tight turnaround time.

1. Scope of Work

The scope of work for the consultant comprises of the following tasks.

1.

1.1. **Financial model validation & commercial recommendations:** Review available project information and validate the financial model, including its key inputs, assumptions, and outcomes. Revise/reconstruct the model, where required, and recommend a feasible commercial structure for rapid industrialization and operationalization of the SEZ, including lease/development charges, supported by relevant local and international SEZ/EZ/EPZ benchmarks.

1.2. **Land allocation framework:** Recommend a transparent and competitive framework for allocation of land to co-developers, including eligibility and bid-evaluation criteria, parcel allocation/sequencing, performance requirements, safeguards against speculative holding, and key application/information requirements.

2. Deliverables

The consultant will submit the following deliverables within the agreed timeline:

1. **Financial model and recommendations:** validated/revised financial model with recommended commercial parameters and supporting benchmarks.

2. **Land allocation framework:** Recommended framework for transparent and competitive allocation of land to co-developers**.**

3. **Final report and presentation:** Consolidated findings and recommendations.

1. Timeline

The Assignment shall be completed within four (04) weeks from the date of commencement.

1. Payment Schedule

The Payments shall be processed, upon acceptance of the deliverables by the Federal SEZA/SIFC and by Public Private Partnership Authority in accordance with the terms and conditions laid down in the contract. Payment shall be milestone-based, released against deliverables submitted:

S. No	**Deliverable**	**Timeline**	**Payment %**
1.	Submission and acceptance of draft report/ model	2 weeks	30%

2.	Submission of final report/ model incorporating comments	1 week	30%
3.	Formal acceptance/ approval by the designated authority	1 week	40%

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General Provisions

1. **Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. “**Applicable Law**” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;

1.4. “**Contractor’s Personnel**” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. “**Day**” means calendar day unless indicated otherwise.

1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.

1.9. “**GCC**” means these General Conditions of Contract.

1.10. “**Government**” means the Government of Pakistan.

1.11. “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

1.12. “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

1.13. “**Local Currency**” means the currency of Pakistan

1.14. “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. **Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. **Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. **Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. **Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. **Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. **Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. **Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. **Modifications or Variations**

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

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. 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, Sub-consultants 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 Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. **No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. **Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. **Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. **Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) **By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(d) 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 sixty (60) days;

(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(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 sixty (60) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:
(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

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

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. **Confidentiality**

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

23. **Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. **Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. **Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. **Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. **Good Faith**

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

H. Settlement of Disputes

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)), Manager Procurement Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is:PROCUREMENT OF CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is ___________ _______________________________ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)), Manager Procurement
Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory
+92-301-517-5171
khizar.hayat@p3a.gov.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be ______________________ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be________________ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _______________________ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

consultants liabilities are mentioned in Annex.

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____________________ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration …………….. ***[****insert* **"applies"** *or* **" does not apply"*]***

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P127309***

To: **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)), Manager Procurement Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix)
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[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 it (GoP) 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, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Public Private Partnership Authority (P3A) (Public Private Partnership Authority (P3A)), Manager Procurement Office No.501, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date}

Annexure

Complete RFP

Information (Read-Only)

See Form Under Additional Forms and Documents: **Complete RFP** (page number: 67)

Techincal Forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Techincal Forms** (page number: 126)

Financial Forms

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Forms** (page number: 142)

Procurement Forms

Additional Forms and Documents

REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF CONSULTING SERVICES FOR VALIDATION OF FINANCIAL MODEL FOR KARACHI INDUSTRIAL PARK FEDERAL SPECIAL ECONOMIC ZONE

September 2026

ISSUED BY

Public Private Partnerships Authority (P3A)
501, 5th Floor, Evacuee Trust Complex, Agha Khan Road,
F-5/1 Islamabad Pakistan

TABLE OF CONTENTS

Section 1
Disclaimer Notice

Disclaimer

This RFP has been prepared by the Public Private Partnership Authority ("Procuring Agency") for and on behalf of Special Investment Facilitation Council (SIFC)/ Federal Special Economic Zones Authority, Government of Pakistan. This invitation constitutes no form of commitment on the part of Procuring Agency to enter into any arrangements with any person/ entity. Procuring Agency reserves the right to withdraw from the process or any part thereof or to vary any of its terms at any time without giving any reason whatsoever. No financial or other obligation whatsoever shall accrue to Procuring Agency in such an event.

The information contained in this Request for Proposal ("RFP") and attached Schedules or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Procuring Agency or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement; its sole purpose is to provide interested parties with information that may be useful to them in making their offers (Bids/ Proposals) pursuant to this RFP. This RFP contains statements that reflect various assumptions and assessments made by Procuring Agency in relation to the present procurement. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Procuring Agency, its employees, or advisors to consider the objectives, financial situation, and particular needs of each party, which reads or uses this RFP.

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate, or correct for the purposes of Bidders. Procuring Agency has no liability for any statements, opinions or information provided in the RFP. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP. The Bidders are required to undertake their independent assessment and to seek independent professional advice on any or all aspects of the RFP. No decision should be based solely on relying on the RFP.

Procuring Agency expressly disavows any obligation or duty (whether in contract, tort or otherwise) to any Bidder. No Bidder is entitled to rely on Procuring Agency's involvement in the preparation of this RFP or in the solicitation process as a basis for preparing the Bid or developing the Proposal.

All information submitted in response to the RFP becomes the property of Procuring Agency and Procuring Agency does not accept any responsibility for maintaining the confidentiality of the material including any trade secrets or proprietary data submitted to Procuring Agency.

In submitting a Proposal in response to this RFP, each Bidder certifies that it understands, accepts, and agrees to the disclaimers set forth above.

Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth in this disclaimer.

Public Private Partnerships Authority

RFP No. ______

For

PROCUREMENT OF CONSULTANCY SERVICES FOR UNDERTAKING THE VALIDATION OF FINANCIAL MODEL OF KIP SPECIAL ECONOMIC ZONE

Section-2
Invitation Letter

Date:

1. This Invitation for Bids follows the Procurement Advertisement (PA) No. PID__________ for the subject Procurement which appeared in national newspapers vide dated _______ and on EPADS.

2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2026-2027. It is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for the "**PROCUREMENT OF CONSULTANCY SERVICES FOR UNDERTAKING THE VALIDATION OF FINANCIAL MODEL OF KIP SPECIAL ECONOMIC ZONE".**

3. Procuring Agency now invites electronic bids from eligible bidders for conducting validation of the financial model and the TORs given in this RFP

4. The bidding shall be conducted in line with the procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines, or Instructions issued by the Public Procurement Regulatory Authority (from time to time), and is open to all potential bidders registered in the EPADS. All bids must be accompanied by a Bid Security in an acceptable form in the amount of PKR 175,000/-.

5. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before **5th October 2026** with a deadline time of **12:00 noon**. Electronic bids will be opened by using EPADS on the same day as shown in the Data Sheet.

6. The key tentative dates relevant to this RFP are provided for the benefit of the Bidders, which are as under:

Issuance of Request for Proposal	18th Sep 2026
Pre-bid Conference	24th Sept 2026 at 11 AM
Submission of Proposal (the **"Proposal Submission Deadline"**)	5th Oct 2026
Opening of the Proposal	5th Oct 2026
Evaluation of Technical Proposals	12th Oct 2026
Evaluation of Financial Proposals	19th Oct 2026
Negotiations & Award	26th Oct 2026

Mr. Khizar Hayat
Manager Procurement
khizar.hayat@p3a.gov.pk
Public Private Partnerships Authority (P3A)
(051) 9211984-85

Section-3
Instructions to Bidders

3.1 Definitions

(a) "Bidder" means a registered company or consortium that submits a Proposal in response to this Request for Proposal;

(b) "Consultant" means a professional firm or company having expertise in preparing, validating, upgrading, assessing robustness, scrutinizing, and proposing changes in the financial model of KIP SEZ to achieve efficiency, and robustness in achieving realistic results as per Terms of Reference attached with this Request for Proposal.

(c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract, if any.

(d) "Contract Period" means the period of the assignment which is required for the completion of the project assignment as shown in the Terms of Reference of this Request for Proposal;

(e) "Data Sheet" means such part of the Instructions to Bidders that is used to reflect specific assignment conditions.

(f) "Day" means calendar day including holiday.

(g) "Evaluation Criteria" means the evaluation criteria provided in the Data Sheet of this Request for Proposal.

(h) "Financial Proposal" means the financial proposal submitted by the Bidder in response to this Request for Proposal.

(g) "Government" means the Government of Pakistan.

(h) "Instructions to Bidders" (Section 3 of the RFP) means the document which provides the Bidders with all information needed to prepare their Proposals.

(i) "Procuring Agency" means Public Private Partnerships Authority.

(j) "Project Assignment" means the activities conducted by the selected bidder in terms of, and in accordance with, Terms of Reference of this Request for Proposal.

(k) "Proposal" means the Technical Proposal and the Financial Proposal.

(l) “Proposal Submission Deadline” means the end date and time reflected in the Data Sheet for submission of Proposals.

(m) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of the Consultant.

(n) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.

(o) “Technical Proposal” means the technical proposal submitted by the Bidder in response to this Request for Proposal.

(p) “Terms of Reference” (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

3.2 Introduction

3.2.1 The Procuring Agency named in the Data Sheet will select a consultant, in accordance with the method of selection specified in the Data Sheet.

3.2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal in accordance with the conditions as laid down in the Data Sheet. The Proposal will form the basis for a Contract negotiation with the selected Consultant.

3.2.3 Consultants should familiarize themselves with rules/conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.

3.2.4 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. 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 Consultants.

3.2.5 Procuring Agency shall provide the inputs and relevant data to the Consultants as specified in Data Sheet.

3.2.6 **Constitution of Bid Evaluation Committee**: Subject to the approval of the competent authority of the Procuring Agency, the Procuring Agency shall constitute a Technical Committee for the evaluation of Proposals and recommend selection of the Preferred Bidder for the award of the Project. The constitution of the Technical Committee shall be uploaded on the EPADS portal as per requirements of PPRA.

3.2.7 The Procuring Agency, subject to the approval of competent authority of the Procuring Agency, shall constitute Grievance Redressal Committee ("GRC"), comprising of such members as may be determined. Provided further, that no member of the Technical Committee shall be included in the GRC. The GRC shall act as an independent committee to address and decide upon any grievance of the Bidders relating to the procurement process. The names of the GRC shall be uploaded on the EPADS portal as per requirements of the applicable laws, rules, and regulations of PPRA relating to e-procurements.

3.3 Conflict of Interest

3.3.1 Consultants 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. Consultants 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 Consultant or the termination of its Contract.

3.3.2 Without limitation on the generality of the foregoing, Consultants, 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 consultant 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 Consultant (including its Personnel and Sub- Consultants) 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 Consultant to be executed for the same or for another Procuring Agency.

(iii) A Consultant (including its Personnel and Sub-Consultants) 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 Project Assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.4 Fraud and Corruption

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 instructions contained in Public Procurement Rules, 2004. The Procuring

Agency can, *inter-alia,* blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority. Provided that a Bidder who is to be blacklisted shall be accorded adequate opportunity of being heard.

3.5 Integrity Pact

The Consultant shall sign an integrity pact in accordance with the prescribed format attached hereto.

3.6 Eligible Consultants

The Bids submitted by the Bidders in response to the Request for Proposal shall, at very outset, be evaluated to determine the basic eligibility of the Bidders to determine their eligibility for detailed evaluation of their Technical Proposals. Non-submission shall result into the disqualification of the Proposal being non-responsive.

3.7 Only One Proposal

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed and in such an eventuality the Procuring Agency shall reject all the Proposals.

3.8 Proposal Validity

(a) The Data Sheet indicates Proposal Validity Period. During this period, the Proposal shall remain valid.
(b) In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Procuring Agency may request Bidder to extend the validity period.
(c) The request for extension by the Procuring Agency and response thereto by the Bidder shall be in writing.
(d) A Bidder may refuse the request for extension of the Proposal Validity Period and may claim return of its Bid Security.

3.9 Bid Security

3.9.1 The Bidder shall submit Bid Security of Rs. 175,000/-, (as shown in Data Sheet), in the form and manner as per prescribed format, attached hereto as Appendix-1. Bid Security shall be released and returned to the unsuccessful

Bidder upon execution of Contract with the Selected Bidder by the Procuring Agency within seven days.

3.9.2 Any Proposal not accompanied by the required Bid Security in an amount less than that required under the Request for Proposal shall be rejected by the Procuring Agency as non-responsive.

3.9.3 The Bid Security may be encashed by the Procuring Agency in case the Bidder withdraws from the procurement process during the Proposal Validity Period.

3.10 Clarification and Amendment

(a) Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.

(b) At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3.11 Preparation of Proposals

(a) Language

The Proposal as well as all related correspondence exchanged by the Bidders and the Procuring Agency shall be written in English.

(b) Preparation of Proposals

(i) In preparing the Proposal, the Bidders are expected to examine in detail, the documents comprising the Request for Proposal. Material deficiencies (deviation from scope, experience, and qualification of personnel) in providing the information requested may result in rejection of a Proposal. The Proposal shall be prepared in two separate parts as under:

(a) Technical Proposal

(b) Financial Proposal

(ii) Proposal shall contain no interlineations or overwriting. Submission letters for both Technical Proposal and Financial Proposal should respectively be in the manner required in this Request for Proposal. All pages of the original Technical Proposal and Financial Proposal will be initialed by an authorized representative of the Bidder.

(iii) All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original copy shall prevail.

3.12 Submission of Proposals

(a) The Technical Proposal and Financial Proposal shall be submitted, in triplicate (one (1) original and two (2) copies). One (1) copy of the Technical Proposal and Financial Proposal shall be submitted through EPADS portal hosted by Public Procurement Regulatory Authority. Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as “ORIGINAL” and “COPY”, as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as “TECHNICAL PROPOSAL” and the mandatory requirements/documents mentioned shall be placed in a separate envelope inside the “TECHNICAL PROPOSAL” envelope. The Financial Proposal shall be placed in a sealed envelope clearly marked as “FINANCIAL PROPOSAL”. The two (2) envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”. Any Bidder who submits or participates in more than one (1) Proposal will be disqualified.

(b) All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original copy shall prevail.

(c) The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the Proposal Submission Deadline, or any extension to this date. Any proposal received by the Procuring Agency after the Proposal Submission Date shall be returned unopened. Upon submission of their Proposals via EPADS, Bidders must provide the original Bid Security to the Procuring Agency, while simultaneously uploading a copy of the Bid Security on the EPADS portal.

(d) The original and each copy of the Technical Proposal and Financial

Proposal shall be prepared in indelible ink and shall be signed by the authorized representative of the Bidder. All pages of the Technical Proposal and Financial Proposal shall be initialed by the Bidder's authorized representative, stamped by the Bidder or (by lead member in case of a Consortium) and be page numbered in ascending order. In case of any discrepancy between the original and the copies of the Proposal, the original copy shall prevail.

(e) Notwithstanding anything contained herein, the Procuring Agency shall have the right to reject any Proposal which is not in accordance with the requirements of this Request for Proposal.

(f) As a mandatory requirement prescribed by Public Procurement Regulatory Authority, in accordance with Rules, all Bidders shall submit their Proposals through e-Pak Acquisition & Disposal System ("EPADS"). In case any Proposal is not received by the Procuring Agency in EPADS, the physical submission of the Proposals shall stand rejected forthwith.

3.13 Proposal Opening

(a) The Technical Proposals shall be opened publicly firstly through EPADS on the date and time mentioned in the Data Sheet. In case any Proposal is not received by the Procuring Agency in EPADS but received in physical format shall be rejected being not complying with the mandatory requirements of the Public Procurement Regulatory Authority.

(b) Financial Proposals shall be opened once the Technical Proposals are evaluated by the Procuring Agency.

(c) For evaluation of Proposals the Procuring Agency shall constitute a committee for evaluation of Technical and Financial Proposals.

(d) The evaluation committee shall not have access to the Financial Proposal and the Bidders shall be requested to provide the passcodes for opening of Technical Proposals for evaluation and thereafter for passcodes for evaluation of Financial Proposal from those Bidders who have qualified in the technical scoring.

3.14 Evaluation of Technical Proposals

3.14.1 After evaluation of the documentary evidence prescribed for the Eligible Consultants under clause 3.6 above, the Procuring Agency shall proceed to open the Technical Proposals of the Bidders.

3.14.2 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 (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

3.15 Opening and evaluation of Financial Proposals

(a) After the technical evaluation is completed, the Procuring Agency shall notify in writing to the qualified Bidders that have secured the minimum qualifying marks, the date, time, and location, allowing a reasonable time, for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

(b) Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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.

(c) The Evaluation Committee 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.

3.16 Financial Evaluation Criteria

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Combined Evaluation of Technical and Financial Proposals:

Their Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the

Technical Proposal; P= the weight given to the Financial Proposal; (T + P = 1) by applying the following formula:

T=80% P=20%

CS = St x T% + Sf x P%.

The firm achieving the highest combined technical and financial score will be invited for negotiations.

3.17 Negotiations and Award

(a) Negotiations will be held at the date and address indicated in the Data Sheet. The Selected Bidder will, as a prerequisite for attendance the negotiations, confirm availability of an authorized representative to conduct negotiations on behalf of the selected Bidder with written authority to negotiate and conclude the Contract. During the course of negotiations, the Procuring Agency may demand firmed up Proposal from the selected Bidder to proceed further in the negotiations and award of Contract.

(b) After completing negotiations, the Procuring Agency shall award the Contract to the selected Bidder/Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the EPADS and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the requisite information as per Public Procurement Regulatory Authority requirements.

(c) The Consultant is expected to commence work on the Project Assignment immediately after the execution of the Contract.

3.18 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

Section-4
Data Sheet

1	Project Name	**Consulting Services for Validation of Financial Model of KIP SEZ**
2	Name of Client	Public Private Partnership Authority
3	Address for Clarifications	Khizar Hayat, Manager Procurement Office No. 501, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad or via email: khizar.hayat@p3a.gov.pk
4	Address for submission of Physical Proposals	**N/A**
5	Pre-bid meeting, if any	24th Sep 2026
6	Proposal Submission Deadline	Date: 5th Oct 2026 Time: 12:00 noon
7	Technical Proposal Opening Date & Time	Date: 5th Oct 2026 Time: 12:30 p.m.
8	Envelope title	Technical Proposal and Financial Proposal with title of the Project Name
9	Language of Proposal & related correspondence	English
10	Proposal Validity Period	90 days, which shall remain valid for a period of another 28 days beyond the Bid Validity Period
11	Basic Eligibility Criteria	See Point no.16 in the Data Sheet
12	Evaluation Criteria	See Point no.17 in the Data Sheet
13	Method of Selection	Single Stage Two Envelope Method (QCBS)
14	Bid Security	refer to clause 3.9
15	Tax liability	To be entirely borne by the Consultant as per terms of the RFP

Evaluation Criteria:

16	**Basic Eligibility (Responsiveness) -**
	Bidders must meet the following minimum criteria to be considered eligible; firms not meeting these will be disqualified at the technical stage: a. Must be a registered firm or consulting entity; individual consultants are not eligible; b. Must be registered with FBR and hold an Active Taxpayer Status c. Must not be blacklisted or under debarment by any Government of Pakistan entity, PPRA; d. Must have successfully completed at least one assignment involving financial modelling, financial advisory or transaction structuring for an SEZ/ EZ/ EPZ/ STZ or comparable industrial-zone development. Bidders failing to meet this requirement shall be considered non-responsive and shall not proceed to technical evaluation **Submissions** to be made: a. Certificate of Incorporation; b. Active tax registration certificate (Active List of Taxpayers); c. Affidavit for non-blacklisting; d. Bid Security amounting to PKR 175,000
17	**Technical Qualification Criteria (100 Marks) -**

	Qualification Criteria	Max. Marks
I	Successfully completed assignments involving financial modelling, transaction structuring or PPP/private-sector participation for SEZs, EZs, EPZs, STZs or comparable industrial infrastructure projects**:** a. More than 3 projects: 100% b. 1-2 projects: 70% c. Less than one (no experience): Not eligible	30
II	Assignment(s) in I above that achieved commercial close: a. 2 or more: 100% b. 1: 50%	10

<table>
<tr><td></td><td>c. 0: 0%</td><td></td></tr>
<tr><td>III</td><td>Relevant local and/ or international experience of (including China, ASEAN, Gulf SEZ models) of working on the similar assignments:
a. Only local experience: 40%
b. Only international experience: 60%
c. Both: 100%</td><td>20</td></tr>
<tr><td>IV</td><td>Team composition:
<table>
<tr><th>Key Expert</th><th>Minimum Qualification & Experience</th><th>Marks</th></tr>
<tr><td>Team Lead / Financial & Project Finance Expert</td><td>CA/ACCA/CFA or Master’s in Finance/Economics/Business or equivalent, with minimum 7 years’ relevant experience in financial modelling, project finance, PPP or transaction advisory</td><td>12</td></tr>
<tr><td>SEZ / Transaction Expert</td><td>Degree in Finance/Economics/Business/Engineering or related field, with minimum 7 years’ relevant experience in SEZ/EZ/EPZ, industrial parks or comparable infrastructure projects, land allocation</td><td>8</td></tr>
<tr><td>Total</td><td></td><td>20</td></tr>
</table></td><td>20</td></tr>
<tr><td>V</td><td>Proposed methodology, work plan, understanding of the TORs and demonstration of ability to deliver within the suggested time as given in the TORs (5 marks each for methodology, workplan, understanding of the TORs and demonstration of ability to deliver within the suggested timeframe)</td><td>20</td></tr>
<tr><td></td><td>Total =</td><td>100</td></tr>
<tr><td colspan="3">Note: QCBS process is to be followed with technical scoring to weigh 80% and financial scoring to weight 20%. The minimum technical score required for the opening of the financial proposal will be 70 marks.</td></tr>
</table>

Financial Criteria:

Financial Criteria (Maximum Marks: 100)		
Project Assignment Cost (inclusive of all taxes, costs, and expenses)		100 marks
1	Financial Evaluation Criteria	As per in the RFP
Note: The Bidder, who quoted minimum Project Assignment Cost, shall be given maximum marks and other Bidders shall get proportionately lower marks.		

Section-5

Technical Proposal/Financial Proposal – Standard Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience
	A. Consultant's Organization
	B. Consultant's Experience
TECH-3	Description of the Approach, Methodology and Work Plan for performing the Project Assignment
TECH-4	Team Composition, Task Management, and Summary of CV Information
TECH-5	Experts CVs
TECH-6	Work Schedule
FIN-1	Financial Proposal Submission
FIN-2	Financial Bid Format

Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
[Insert}

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 and we further confirm that we have submitted the Proposal in EPADS as well.

We are submitting our Proposal in association with/as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or sub-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 personnel. 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

A- Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.*]

B-Consultant's Experience

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

Assignment name:	Approx. value of the contract (in PKR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start Date: Completion Date:	No. of professional person-months provided by your firm:
Name of joint venture partners or sub-consultants, if any:	Name of employees of your firm involved and functions performed:
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name:

Form TECH-3
Description of the Approach, Methodology and Work Plan for performing the Project Assignment

[*Technical approach, methodology and work plan are key components of the Technical Proposal divided into the following three chapters:*

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Personnel,

a) 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.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, milestones, and delivery dates of the report. The proposed work plan should be consistent with the technical approach and methodology. The work plan should be consistent with the Work Schedule of Form TECH-6.

c) Organization and Personnel. 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 personnel. [For joint ventures, you must attach a copy of the joint venture agreement.]

Form TECH-4

Team Composition, Task Management, and Summary of CV Information

Name	Firm	Area of Expertise	Position Assigned	Task Assigned	Education/ Degree (Year/ Institution)	No. of years of relevant experience

Form TECH-5
Experts CVs Format

1. Proposed Position:

2. Name of Firm [*Insert name of firm proposing the expert*]:

3. Name of Expert [*Insert full name*]:

4. Date of Birth: **Citizenship**:

5. Education [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. Membership in Professional Associations:

7. Other Trainings [*Indicate significant training*]:

8. Countries of Work Experience: [*List countries where expert has worked in the last five to ten years*]:

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. Employment Record [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

FROM [*YEAR*]: TO [*YEAR*]:
Employer:
POSITIONS HELD:

11. Detailed Tasks Assigned (List all task and assignments completed earlier:

12. Certification:

(i) This CV correctly describes my qualifications and my experience;
(ii) I am not employed by the Executing /Implementing Agency;
(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH- 6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
(iv) I am committed to undertake the assignment within the validity of Proposal;
(v) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:
Full Name:

Full name of authorized representative:

Form TECH-6
Work Schedule

[per Terms of Reference, provide work schedule in tabular form considering the Project Assignment is time sensitive]

Financial Proposal FIN-1

To:
[Insert]

We, the undersigned, offer to provide the services for preparation of [*Insert title of assignment*] in accordance with your Request for Proposal date [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the sum of PKR: [Insert amount]
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
Currency of Payment
Payment shall be made in Pakistani Rupees (PKR).
Taxation
All payments to the Consultant will be subject to deduction of all applicable taxes as imposed by the Government of Pakistan, Provincial Government or Federal Government including any deduction of withholding tax in accordance with the laws of Pakistan. Above fee offer is inclusive of all applicable tax as applicable including GST.

We confirm that offer made by M/s ______________________complies with all requirements as detailed out in TOR unless specified otherwise in the covering letter and shall be valid for a period of 118 (90+28) days after submission date of proposal. We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form FIN-2

Financial Bid Format

Description	Cost (PKR)
Fee for the Assignment (lump sum) - inclusive of all applicable taxes	
Total Cost of Financial Proposal =	

Note: All payments to the Consultant shall be subject to the deduction of the applicable taxes and paid in accordance with the terms and conditions of the Contract. The draft contract is attached as an Appendix with this RFP.

Signed & Stamp of Bidder:

Section-6
Term of References (TORs)

Federal SEZA is responsible for development of special economic zones and needs to carry out a third-party validation exercise of the financial model developed/prepared by Federal SEZA for Karachi Industrial Park (KIP). P3A, the Procuring Agency, on behalf of Federal SEZA, hereby invites proposal in accordance with the terms of reference (TORs) detailed below.

1. Background and Context

The Federal Government has approved development of a Special Economic Zone on 6,409 acres of Pakistan Steel Mills land, Karachi, under Federal SEZA as anchor/ master developer, with co-developers to be allotted 500-to-1,000-acre parcels. Per internal workings, the proposed lease rates of USD 10,000/acre/year (for 50% export commitment) and USD 1,000/acre/year (for 70% export commitment) were arrived at, but need independent financial validation before they are locked into the RFP and Development Agreement. A parallel need also exists for a transparent, defensible framework to allocate land parcels among competing co-developers.

2. The Objective

To engage a credible financial advisory consultant to independently validate (and where needed, rebuild) the financial model underpinning KIP's lease rate structure; benchmark it against local, regional, and global SEZ practice; and recommend a bankable set of project metrics along with a transparent land allocation framework. All this is to be delivered within a tight turnaround time.

3. Scope of Work

The scope of work for the consultant comprises of the following tasks.

a. **Financial model validation & commercial recommendations:** Review available project information and validate the financial model, including its key inputs, assumptions, and outcomes. Revise/reconstruct the model, where required, and recommend a feasible commercial structure for rapid industrialization and operationalization of the SEZ, including lease/development charges, supported by relevant local and international SEZ/EZ/EPZ benchmarks.

b. **Land allocation framework:** Recommend a transparent and competitive framework for allocation of land to co-developers, including eligibility and bid-evaluation criteria, parcel allocation/sequencing, performance requirements, safeguards against speculative holding, and key application/information requirements.

4. Deliverables

The consultant will submit the following deliverables within the agreed timeline:

a. **Financial model and recommendations:** validated/revised financial model with recommended commercial parameters and supporting benchmarks.

b. **Land allocation framework:** Recommended framework for transparent and competitive allocation of land to co-developers**.**

c. **Final report and presentation:** Consolidated findings and recommendations.

5. Timeline

The Assignment shall be completed within four (04) weeks from the date of commencement.

6. Payment Schedule

The Payments shall be processed, upon acceptance of the deliverables by the Federal SEZA/SIFC and by Public Private Partnership Authority in accordance with the terms and conditions laid down in the contract. Payment shall be milestone-based, released against deliverables submitted:

S. No	Deliverable	Timeline	Payment %
1.	Submission and acceptance of draft report/ model	2 weeks	30%
2.	Submission of final report/ model incorporating comments	1 week	30%
3.	Formal acceptance/ approval by the designated authority	1 week	40%

Section-7
Appendixes

Appendix-1 Form of Bid Security

Appendix-2 Form of Affidavit

Appendix-3 Contents of Declaration

Appendix-4 Integrity Pact

Appendix-5 Draft of Contract

Appendix-1

Form of Bid Security

[insert date]
To:
Public Private Partnership Authority P3A, 501, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad Pakistan (the Beneficiary)

Guarantee No:	______	(the Guarantee)
Date of Issue:	______	
Date of Expiry:	______	
Guarantee Amount:	______	
Name of Guarantor:	______	
Name of Principal:	______	

We, [●], being the Guarantee issuing bank (the Issuing Bank) understand that the following party / parties have responded to the '*Request for Proposal*' dated [●] ("RFP") issued by the P3A (the "Beneficiary"), in relation to the '*Name of the project*' Project (as amended and / or supplemented from time to time), by submitting their respective formal proposals / bids:
[*Name of the Bidder*], a [*Insert legal status*] existing under the laws of [*Insert Country*] having its [*registered office* OR *place of business*] located at [*Insert address*], (the Bidder, which expression includes its successors, assignees, and transferees).
Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Beneficiary, a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA+-' as rated by VIS Credit Rating or an equivalent rating by PACRA).

The above premised, We ,the Issuing Bank, hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: PKR [●]/- (Pakistani Rupees [●])
(the Guaranteed Amount)
immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the proposal by the Guarantor to the Beneficiary in response to the RFP. After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

(1) One hundred and eighteen (118) days from the date of submission of the proposal by the Guarantor to the Beneficiary in response to the RFP; or
(2) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.
If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity,

illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is / are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.
The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory:	___________
Date:	___________
Place:	___________
Authorized signatory:	___________
Date:	___________

Appendix-2
Form of Affidavit

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the Applicable Laws of Islamic Republic of Pakistan.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarized with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Affidavit is being issued.*

Please find below the form and substance of the Affidavit.

Date:______________ [●]

[●]

[Address
]

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this Affidavit [*name of Bidder / lead member of consortium]*, and each member of our consortium (if applicable):

(a) are not in bankruptcy or liquidation proceedings;

(b) are not blacklisted by any governmental or non-governmental department / agency;

(c) have not been convicted of, fraud, corruption, collusion, or money laundering;

(d) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Consultancy Agreement;

(e) are legally and financially autonomous entity;

(f) there is no pending litigation which represents more than seventy-five percent (75%) of our net worth;

(g) are not under any non-performance of a contract within last five (5) years of the Proposal Submission Deadline; and

(h) have not failed to sign a contract with any procuring authority following award.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory: _____________
Name and Title of Signatory: _________________

Appendix-3

Contents of Declaration

We the undersigned return this Request for Proposal submission, the Technical Proposal and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the P3A and Federal SEZA and the subject matter of the procurement exercise initiated by Public Private Partnership Authority as set out in this Request for Proposal.

By submitting a proposal, we represent and warrant to the Procuring Agency that our proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of this Request for Proposal and its governing rules including but not limited to the Evaluation Criteria laid down in the Request for Proposal.

We warrant that the details of this submission in response to the Request for Proposal have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Procuring Agency is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any proposal submitted and thereafter invite any Preferred Bidder to enter into a Consultancy Agreement for the delivery of the assignment.

We certify that we have full power and authority to submit this response to the Request for Proposal and that this is a bona fide submission in response to the Request for Proposal.

Signed for and on behalf of (Bidder / consortium member):

Signature: ________________

Position:

____

Name:

____

Address:

____

Power of attorney/Board Resolution attached: (YES / NO): _
Date: ______
(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

WITNESS II

Appendix-4
Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No:
Dated:
Contract Value: Contract is in nature of Services Agreement, with unit rates for specific assignments, set forth in Schedule B of the Contract.
Contract Title:

[●] ("[●]"), a Limited Liability Company organized and existing under the laws of Pakistan, with its principal place of business at [●], 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [●] 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 GoP, except that which has been expressly declared pursuant hereto.

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

[●] 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 GoP under any law, contract, or other instrument, be voidable at the option of GoP.

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

Name and signature of Client: ……………………………

Name and signature of Service Provider: …………………..

Appendix-5
Draft of Contract

DRAFT SERVICES CONTRACT
(Indicative)

THIS CONTRACT, (hereinafter together with the recitals and the appendices attached hereto called the, "Contract") is made on the __day of ___2026, **between** [●] through its authorized representative (hereinafter called the "Client"), which expression shall mean and include its successors, administrators, and legal representatives, **and** ________________________________, (hereinafter called the "Consultant", which expression shall mean and include its successors, administrators, and legal representatives, and together with the Client hereinafter called the "parties").

WHEREAS

(a) The Client wishes to appoint a specialized firm/team of specialists to act as the Consultant to the Client to carry out the Services.

(b) The Consultant, represents and covenants to the Client that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Project Assignment in terms of this Agreement, and which the Consultant recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1.1. GENERAL PROVISIONS

1.1.1 Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

(a) "Agreement" means this Agreement between the Client and the Consultant;

(b) "Applicable Law' means the laws of Islamic Republic of Pakistan;

(c) “Consultant” is defined in the Preamble;

(d) “Client” means [●]

(e) “Consultant Fee" means the total amount to be paid to the Consultant as specified in Appendix B, by the Client;

(f) “Effective Date” means the date on which this Agreement is signed between the Parties;

(g) “End Date” means the____, unless agreed in writing by the Parties;

(h) “Personnel” means persons hired/employed by the Consultant or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services;

(i) “Project Assignment” means delivery and performance of Services and the activities identified in the attached TORs, to the satisfaction of Client;

(j) “Reimbursable Expenses” means all expenses incurred for providing the Services, including but not limited to general costs, travel costs, per diem etc. Subject to the maximum cap of Rupees __. All reimbursable expenses to be processed against provision of original receipts; Travel, accommodation that are reasonably incurred by the Consultant, with prior written approval of the Client (not to be used),

(k) “Services” means the work to be performed by the Consultant as and when required, pursuant to this Agreement for the purpose of the Project Assignment, or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement;

(m) “Starting Date” means the date referred to in Clause 2.2;

(n) “Sub-contractor” means any person or entity to be appointed by the Consultant to which the Consultant sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement; and

1.2 Relation between the Parties

(a) The Consultant shall act as Consultant to the Client for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Consultant; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.

(b) The Consultant shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of Client.

1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Consultant undertakes to comply with the Applicable Law during the performance of the Services and completion of the Project.

1.4 Headings

The headings shall not limit, alter, or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the following address:

For the Consultant:

For the Client:

1.5.2 Notice will be deemed to be effective as follows:

15.2.1 In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends, and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies. A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6 Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

(a) on behalf of Client, by authorized representative; and

(b) on behalf of the Consultant, by ___________.

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2 Commencement of Services

The Consultant shall commence carrying out the Services immediately on the Effective Date ("Starting Date"), or on any other date the Parties agree in writing. The Services shall be performed and completed by the Consultant before the End Date or as mutually agreed in writing by the Parties.

2.3 Expiration of Agreement

Unless terminated pursuant to Clause 2.7, this Agreement shall expire when the Services have been completed.

2.4 Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Consultant shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5 Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6 Suspension of Services

Client may, by written notice of suspension to the Consultant, suspend the Services under this Agreement for a cumulative period not exceeding 30 (thirty) days.

2.7 Termination

2.7.1 Termination by Client

The Client may terminate this Agreement if the Consultant:

(a) is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Client may have subsequently approved in writing) of being called to do so by the Client; OR

(b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR

(c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6.

In any event, the Client may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Consultant), Client shall be required to make payment to the Consultant in relation to fees and out of pocket expenses, which have been duly accrued or billed by the Consultant in accordance with this Agreement.

2.7.2 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.3 Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Consultant shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner.

Upon cessation of Services hereunder, the Consultant shall hand over to Client all documents prepared directly by the Consultant or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Project on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Consultant.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Scope of Work

The Consultant shall perform the Services in accordance with the terms and conditions of this Agreement and the Terms of Reference attached hereto with this Contract.

3.1.2 Standard of Performance

The Consultant shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Consultant shall be under a duty of care and always act, in respect of any matter relating to this Agreement or to the Services and shall at all times support and safeguard Client's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Consultant shall use its best efforts to ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Consultant.

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions or Discounts

The Consultant, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from Client as per Clause 6 hereunder, and neither the Consultant nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Consultant shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Consultant receive any such additional remuneration.

3.2.2 Prohibition of Conflicting Activities

Subject to clause 3.2.3 below (if any to be inserted), during the subsistence of this Contract, neither the Consultant nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Consultant shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project Assignment, the Services, this Contract, or Client's operations (other than for the purposes of the Services) without the prior written consent of the Client, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Consultant at the time of such disclosure to them.

3.4 Indemnification of the Client by the Consultant

The Consultant shall indemnify and hold harmless Client against all losses, claims, damages, or liabilities to which Client may become liable only to the extent, that such losses, claims, damages, or liabilities arise out of any act or omission by the Consultant relating to the Services, provided that the Consultant shall not be liable for indirect or consequential losses or damages.

3.5 Indemnification of the Consultant by Client

Client shall indemnify the Consultant and hold it harmless against all losses, claims, damages, or liabilities to which Consultant may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of Client relating to this Agreement and the information to be provided to the Consultant in terms of this Agreement, provided that Client shall not be liable for indirect or consequential losses or damages.

3.6 Consultant Actions requiring Client's prior Approval

The CONSULTANT shall obtain Client's prior approval in writing before:

(i) entering into a subcontract for the performance of any part of the Services.

(ii) termination of a subcontract for the non-performance of any part of the Services.

Provided that approval by Client hereunder shall not relieve the Consultant of their obligations under this Agreement.

3.7 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records regarding the Services, which records a duly authorized representative of the Client shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Consultant.

4. CONSULTANT'S AND SUBCONTRACTORS' PERSONNEL

4.1 General

The Consultant shall employ and provide qualified and experienced Personnel to carry out the Services. Client and the Consultant have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr/Ms. ____________, shall be on first call to the Client throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr/Ms. __________ shall be available in his/her place.

4.2 Approval of Personnel

All Personnel of the Consultant and the Subcontractors and any other personnel that may be employed during the course of the project/Services may be subject to clearances where so required by Client.

4.3 Removal and Replacement of Personnel

(a) If, for any reason, it becomes necessary to replace any of the senior Personnel or any Subcontractor after the Effective Date, the Consultant shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Consultant shall submit to the Client for review and approval and whom the Client may if it so desires call for an interview at the cost and expense of the Consultant if Client does not object in writing within two (2) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the Client.

(b) If the Client (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by the Client in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Consultant shall, at Client's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to Client subject to the same terms and conditions specified in Clause 4.3 (a).

5. OBLIGATIONS OF Client

5.1 Assistance and Exemptions

The Client shall use its best efforts, where such efforts are specifically requested stating the reasons for Client assistance, to ensure that Client issues to its officials, agents, and representatives all such instructions as may be specified by the Consultant as being necessary or appropriate for the prompt and effective implementation of the Services.

6. PAYMENTS TO THE CONSULTANT

6.1 Currency of Payment

All payments to the Consultant for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2 Mode of Billing and Payment

Payments in respect of the Services shall be made within 14 days of receipt of original invoices as follows:

(a) The deliverables will be recommended by Federal SEZA to P3A for payment.

(b) The Fee shall be paid on achievement of milestones delivery of Services as per Terms of Reference and deliverables thereto.

(c) The Reimbursable Expenses shall be reimbursed at actual cost against the provision of original receipts and subject to prior approval by Client.

(d) All payments under this Agreement shall be made to the account of the Consultant as follows:

[Bank account details]

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8.1.

8. SETTLEMENT OF DISPUTES

8.1 Arbitration

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law.

8.2 Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1 Publicity

The Consultant shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Project and the Agreement shall be in consultation with, approved in writing in advance by Client before release by the Consultant, its Subcontractors and Personnel.

9.2 Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3 Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4 Originals

This Agreement is being executed in two originals, one each to be retained by the Consultant and the Client.

IN WITNESS OF WHICH, the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF Client: Authorized Representative

FOR AND ON BEHALF OF Consultant: **Authorized Representative**

Witnesses:

Annex-A

(Details of Services/ToRs)

Annex-B

(Payment of Fee)

The Consultant shall be paid the Consultancy Fee as under:

Name of Company	Total Fixed Consultancy Fee

Payment shall be milestone-based, released against deliverables submitted:

a. 30% upon submission and acceptance of draft report/model;

b. 30% upon submission of final report/model incorporating comments;

c. 40% upon formal acceptance/approval by the designated authority.

Notes:

- For avoidance of doubt, Client shall not be responsible for any taxes, charges, levies etc. arising from payments / reimbursements to the Consultant.
- Milestone payments will be made as per TORs deliverables.

Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
[Insert}

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 and we further confirm that we have submitted the Proposal in EPADS as well.

We are submitting our Proposal in association with/as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or sub-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 personnel. 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

A- Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.*]

B-Consultant's Experience

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

Assignment name:	Approx. value of the contract (in PKR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start Date: Completion Date:	No. of professional person-months provided by your firm:
Name of joint venture partners or sub-consultants, if any:	Name of employees of your firm involved and functions performed:
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name:

Form TECH-3

Description of the Approach, Methodology and Work Plan for performing the Project Assignment

[*Technical approach, methodology and work plan are key components of the Technical Proposal divided into the following three chapters:*

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Personnel,

a) 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.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, milestones, and delivery dates of the report. The proposed work plan should be consistent with the technical approach and methodology. The work plan should be consistent with the Work Schedule of Form TECH-6.

c) Organization and Personnel. 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 personnel. [For joint ventures, you must attach a copy of the joint venture agreement.]

Form TECH-4

Team Composition, Task Management, and Summary of CV Information

Name	Firm	Area of Expertise	Position Assigned	Task Assigned	Education/ Degree (Year/ Institution)	No. of years of relevant experience

Form TECH-5
Experts CVs Format

1. Proposed Position:

2. Name of Firm [*Insert name of firm proposing the expert*]:

3. Name of Expert [*Insert full name*]:

4. Date of Birth: **Citizenship**:

5. Education [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. Membership in Professional Associations:

7. Other Trainings [*Indicate significant training*]:

8. Countries of Work Experience: [*List countries where expert has worked in the last five to ten years*]:

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. Employment Record [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

FROM [*YEAR*]: TO [*YEAR*]:

Employer:

POSITIONS HELD:

11. Detailed Tasks Assigned (List all task and assignments completed earlier:

12. Certification:

(i) This CV correctly describes my qualifications and my experience;

(ii) I am not employed by the Executing /Implementing Agency;

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH- 6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;

(iv) I am committed to undertake the assignment within the validity of Proposal;

(v) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:
Full Name:

Full name of authorized representative:

Form TECH-6
Work Schedule

[per Terms of Reference, provide work schedule in tabular form considering the Project Assignment is time sensitive]

Appendix-1

Form of Bid Security

[insert date]
To:
Public Private Partnership Authority P3A, 501, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad Pakistan (the Beneficiary)

Guarantee No:	______	(the Guarantee)
Date of Issue:	______	
Date of Expiry:	______	
Guarantee Amount:	______	
Name of Guarantor:	______	
Name of Principal:	______	

We, [●], being the Guarantee issuing bank (the Issuing Bank) understand that the following party / parties have responded to the '*Request for Proposal*' dated [●] ("RFP") issued by the P3A (the "Beneficiary"), in relation to the '*Name of the project*' Project (as amended and / or supplemented from time to time), by submitting their respective formal proposals / bids:
[*Name of the Bidder*], a [*Insert legal status*] existing under the laws of [*Insert Country*] having its [*registered office* OR *place of business*] located at [*Insert address*], (the Bidder, which expression includes its successors, assignees, and transferees).
Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Beneficiary, a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA+-' as rated by VIS Credit Rating or an equivalent rating by PACRA).

The above premised, We ,the Issuing Bank, hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: PKR [●]/- (Pakistani Rupees [●])
(the Guaranteed Amount)
immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the proposal by the Guarantor to the Beneficiary in response to the RFP. After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

(1) One hundred and eighteen (118) days from the date of submission of the proposal by the Guarantor to the Beneficiary in response to the RFP; or
(2) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.
If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity,

illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is / are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.
The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: ____________
Date: ___________
Place: ___________
Authorized signatory: ___________
Date: ___________

Appendix-2
Form of Affidavit

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the Applicable Laws of Islamic Republic of Pakistan.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarized with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Affidavit is being issued.*

Please find below the form and substance of the Affidavit.

Date:_____________ [●]

[●]

[Address
]

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this Affidavit [*name of Bidder / lead member of consortium]*, and each member of our consortium (if applicable):

(a) are not in bankruptcy or liquidation proceedings;

(b) are not blacklisted by any governmental or non-governmental department / agency;

(c) have not been convicted of, fraud, corruption, collusion, or money laundering;

(d) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Consultancy Agreement;

(e) are legally and financially autonomous entity;

(f) there is no pending litigation which represents more than seventy-five percent (75%) of our net worth;

(g) are not under any non-performance of a contract within last five (5) years of the Proposal Submission Deadline; and

(h) have not failed to sign a contract with any procuring authority following award.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory: _____________
Name and Title of Signatory: _________________

Appendix-3

Contents of Declaration

We the undersigned return this Request for Proposal submission, the Technical Proposal and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the P3A and Federal SEZA and the subject matter of the procurement exercise initiated by Public Private Partnership Authority as set out in this Request for Proposal.

By submitting a proposal, we represent and warrant to the Procuring Agency that our proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of this Request for Proposal and its governing rules including but not limited to the Evaluation Criteria laid down in the Request for Proposal.

We warrant that the details of this submission in response to the Request for Proposal have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Procuring Agency is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any proposal submitted and thereafter invite any Preferred Bidder to enter into a Consultancy Agreement for the delivery of the assignment.

We certify that we have full power and authority to submit this response to the Request for Proposal and that this is a bona fide submission in response to the Request for Proposal.

Signed for and on behalf of (Bidder / consortium member):

Signature: ________________

Position: ________________

Name: ________________

Address:

Power of attorney/Board Resolution attached: (YES / NO): _
Date: ______
(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

WITNESS II

Appendix-4
Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No:
Dated:
Contract Value: Contract is in nature of Services Agreement, with unit rates for specific assignments, set forth in Schedule B of the Contract.
Contract Title:

[●] ("[●]"), a Limited Liability Company organized and existing under the laws of Pakistan, with its principal place of business at [●], 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [●] 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 GoP, except that which has been expressly declared pursuant hereto.

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

[●] 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 GoP under any law, contract, or other instrument, be voidable at the option of GoP.

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

<u>Name and signature of Client</u>: ……………………………

<u>Name and signature of Service Provider</u>: …………………..

Financial Proposal FIN-1

To:
[Insert]

We, the undersigned, offer to provide the services for preparation of [*Insert title of assignment*] in accordance with your Request for Proposal date [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the sum of PKR: [Insert amount]
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
Currency of Payment
Payment shall be made in Pakistani Rupees (PKR).
Taxation
All payments to the Consultant will be subject to deduction of all applicable taxes as imposed by the Government of Pakistan, Provincial Government or Federal Government including any deduction of withholding tax in accordance with the laws of Pakistan. Above fee offer is inclusive of all applicable tax as applicable including GST.

We confirm that offer made by M/s ______________________complies with all requirements as detailed out in TOR unless specified otherwise in the covering letter and shall be valid for a period of 118 (90+28) days after submission date of proposal. We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form FIN-2

Financial Bid Format

Description	Cost (PKR)
Fee for the Assignment (lump sum) - inclusive of all applicable taxes	
Total Cost of Financial Proposal =	

Note: All payments to the Consultant shall be subject to the deduction of the applicable taxes and paid in accordance with the terms and conditions of the Contract. The draft contract is attached as an Appendix with this RFP.

Signed & Stamp of Bidder: