

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

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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	18 th Sep 2026
Pre-bid Conference	24 th Sept 2026 at 11 AM (zoom link: https://us06web.zoom.us/j/83624439067?pwd=NF8ni2aA9Me2MpObTadXbkjrWPBC0E.1 Meeting ID: 836 2443 9067 Passcode: 011840)
Submission of Proposal (the “ Proposal Submission Deadline ”)	5 th Oct 2026
Opening of the Proposal	5 th Oct 2026
Evaluation of Technical Proposals	12 th Oct 2026
Evaluation of Financial Proposals	19 th Oct 2026
Negotiations & Award	26 th 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:

$Sf = 100 \times Fm / F$, 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%

$CS = St \times T\% + Sf \times P\%$.

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 firm 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, 5 th 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	24 th Sep 2026
6	Proposal Submission Deadline	Date: 5 th Oct 2026 Time: 12:00 noon
7	Technical Proposal Opening Date & Time	Date: 5 th 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: - Must be a registered firm or consulting entity; individual consultants are not eligible; - Must be registered with FBR and hold an Active Taxpayer Status - Must not be blacklisted or under debarment by any Government of Pakistan entity, PPRA; - 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: - Certificate of Incorporation; - Active tax registration certificate (Active List of Taxpayers); - Affidavit for non-blacklisting; - 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: - More than 3 projects: 100% 1-2 projects: 70% - Less than one (no experience): Not eligible	30
II	Assignment(s) in I above that achieved commercial close: 2 or more: 100% 1: 50%	10

	c. 0: 0%													
III	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%	20												
IV	Team composition: <table border="1"> <thead> <tr> <th>Key Expert</th><th>Minimum Qualification & Experience</th><th>Marks</th></tr> </thead> <tbody> <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> </tbody> </table>	Key Expert	Minimum Qualification & Experience	Marks	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	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	8	Total		20	20
Key Expert	Minimum Qualification & Experience	Marks												
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	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	8												
Total		20												
V	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)	20												
	Total =	100												
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.														

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 times 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:

<u>Name of Company</u>	<u>Total Fixed Consultancy Fee</u>

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.