NATIONAL STANDARD PR DOCUMENTS

Procurement of Goods

(National and International Competitive Bidding)

Public Procurement Regulatory Authority

Pakistan

January, 2026

PREFACE

Public procurement is conducted in accordance with the provisions set out in the Public Procurement Regulatory Framework. Recently, the Authority has introduced a new set of Public Procurement Rules, 2026, and efforts have been made to align these Standard Pre-Qualification Document with updated rules.

The National Standard Pre-Qualification Document have been developed to standardize procurement procedures and practices across the procuring agencies of the Federal Government of Pakistan. These documents hold the status of Regulations under section 27 of the PPRA Ordinance, 2002.

This is a dynamic, living document that may be updated on annual basis, taking into account regulatory experience, monitoring of procurement practices, and valuable feedback from stakeholders, including procuring agencies, vendors, and the general public.

ACKNOWLEDGEMENT

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The Authority acknowledge the contribution of following officers of the Authority for development and finalization of this document:

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Brief of the Document

Procurement Notice -

The attached template is the Invitation for Prequalification of Suppliers willing to enter into contract agreement with the Procuring Agency for the procurement of goods and allied services.

Prequalification Document
(Procurement of Goods)

PART 1 – PREQUALIFICATION PROCESS

Section I - Instructions to Applicants (ITAs)

This Section contains detailed information for preparing and submitting the Applications for Prequalification, in addition to information on opening and evaluation of the Applications.
Section I contains provisions that are to be used by the Procuring Agencies without modification.

Section II - Prequalification Data Sheet (PDS)

This Section contains provisions that supplement the ITA (in Section-I), and are specific to respective Prequalification Proceedings.

Section III - Qualification Criteria and Requirements

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the Applicants for the supply of goods and related services in accordance with the requirements of the Procuring Agency, with an objective to prequalify them for Invitation to Bid(s), and sign agreement(s) with the selected bidder(s).

Section IV - Application Forms

This Section contains Application Submission Form and other allied forms required to be submitted with the Application.

Section V - Eligible Countries

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

PART 2 -- SUPPLY REQUIREMENTS

Section VI – Scope of Supply Section VII –

Schedule of Requirements

This Section includes a brief description of the Goods and Related services including provisional estimate of the required volume and/or quantity, Technical Specifications and Drawings (if applicable), and Delivery and Completion Schedules.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Procurement Notice
Standard Template

Invitation for Prequalification through ePADS
[For subsequent Bidding]

[Insert Name of the Procuring Agency]

1. The *[insert name of the Procuring Agency] [has sufficient/has received/has applied for/intends to apply for]* funds from *[its own resources/the Government of Pakistan/insert the national/international financial institute]* toward the expenditure of the *[insert name of the project or particular procurement],* and intends to apply part of the proceeds toward payments under the contract or contracts for *[insert title of contract]*.

2. The *[insert name of the Procuring Agency]* intends to prequalify suppliers for Invitation to Bid(s), and sign the contract agreement(s) with the selected bidder(s) subsequent to bidding process.

3. The objective of the intended pre-qualification is the on-demand supply of *[insert a brief description of the type(s) and estimated quantity of goods and related services to be procured]* at *[insert location]* through subsequent signing of contract with successful bidders, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.

4. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants in *[insert month and year]* and Contract Agreement(s) will be signed b/w the Procuring Agency and the successful bidder(s) Suppliers in *[insert month and year]* for the period of *[insert year(s) and month(s)].*

5. Prequalification process is open for all [insert national or international] Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the *[insert name of Procuring Agency]* through ePADS during office hours [insert office hours if applicable, e.g. 0900 to 1700 hours]. A complete set of Prequalification Documents [insert language] may be accessed by interested Applicants through ePADS..

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PART 1 – Prequalification

Section I - Instructions to Applicants

A. General	
1. Definitions	1.1 Definitions.- In this Prequalification Document, unless the context otherwise requires: (a) "Applicant" means a legal or natural person, firm, company, or organization, including any Joint Venture, submitting an Application for Prequalification; (b) "Application" means the Application for Prequalification submitted by an Applicant in response to the Invitation for Prequalification; (c) "Authority" means the Public Procurement Regulatory Authority established under section 3 of, and as defined in section 2(a) of, the Public Procurement Regulatory Authority Ordinance, 2002; (d) "Bid" and "Bidder" shall have the meanings respectively assigned to them in Rule 2(1)(i) and Rule 2(1)(ii) of the Public Procurement Rules, 2026; (e) "Blacklisted" shall have the meaning assigned to it in Rule 2(1)(iv) of the Public Procurement Rules, 2026; (f) "Contract" and "Contractor" shall have the meanings respectively assigned to them in Rule 2(1)(ix) and Rule 2(1)(viii) of the Public Procurement Rules, 2026; (g) "Corrupt and Fraudulent Practices" shall have the meaning assigned to it in Rule 2(1)(x) of the Public Procurement Rules, 2026; (h) "Day" means a calendar day, unless otherwise specified; (i) "ePADS" means the E-Pak Acquisition and Disposal System, as defined in Rule 2(1)(xii) of the Public Procurement Rules, 2026; (j) "Goods" means articles and objects of every kind and description, as defined in section 2(e) of the Public Procurement Regulatory Authority Ordinance, 2002; (k) "In writing" means communicated in a written form, including through ePADS, with a record of receipt; (l) "Joint Venture" or "JV" means an association of two or more Applicants formed, or intended to be formed, under an existing or intended agreement, to jointly submit an Application and, if prequalified, to jointly bid for and perform the Contract; (m) "Prequalification Data Sheet" or "PDS" means Section II of this Prequalification Document, which supplements Section I; (n) "Prequalification Document" or "PD" means this set of documents issued by the Procuring Agency, comprising Parts 1

	and 2 and any Addendum issued in accordance with ITA 10; (o) "Procuring Agency" means any Ministry, Division, Department or Office of the Federal Government, or any authority, corporation, body or organization established by or under a Federal law or owned or controlled by the Federal Government, as defined in section 2(j) of the Public Procurement Regulatory Authority Ordinance, 2002; (p) "Services" means any object of procurement other than Goods or Works, as defined in section 2(o) of the Public Procurement Regulatory Authority Ordinance, 2002; (q) "Standard Bidding Document" shall have the meaning assigned to it in Rule 2(1)(xxvii) of the Public Procurement Rules, 2026; (r) "Works" means any construction work consisting of erection, assembly, repair, renovation or demolition of a building or structure, as defined in section 2(p) of the Public Procurement Regulatory Authority Ordinance, 2002. Any term used but not defined in this Prequalification Document shall have the meaning assigned to it in the Public Procurement Regulatory Authority Ordinance, 2002, or the Public Procurement Rules, 2026, as the case may be.
2. Scope of Application	2.1 In connection with the "Invitation for Prequalification", the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as **PDS),** issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for supply of Goods and Related Services incidental thereto as specified in Section VII (Schedule of Requirements).
3. Applicability of Pre-Qualification	3.1 This Standard Pre-Qualification Document shall be used only where the goods to be procured constitute expensive and technically complex equipment, in accordance with Rule 22(1) of the Public Procurement Rules, 2026. It shall not be used for routine or standardized goods procurement.
4. Source of Funds	4.1 Source of funds is same as referred in Invitation for Prequalification.
5. Corrupt and Fraudulent Practices	5.1 The procuring agencies and the consultant are required to comply with the Procurement Regulatory Framework regarding corrupt and fraudulent practices as defined under Rule 2(1)(x) of the Public Procurement Rules, 2026.
6. Eligible Applicants	6.1 An Applicant may be a private entity, a state-owned enterprise or

	institution subject to meeting the eligibility criteria under ITA 6.5 and Rule 21 of the Public Procurement Rules, 2026, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent. In case of single (private or state-owned entity), it shall be liable for execution of all the provisions of the Contract Agreement. In the case of a joint venture, all members shall be jointly and severally liable for the execution of all the provisions of the Contract Agreement (if signed b/w the Procuring Agency and the JV), in accordance with the Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Prequalification process, Bidding process (in the event the prequalified JV submits a Bid) and during the period of contract agreement and contract execution (in the event the JV is awarded the Contract). Unless specified **in the PDS**, there is no limit on the number of members in a JV.
	6.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected. 6.3 An Applicant and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually, as joint venture or as a sub-contractor among them for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be rejected.
	6.4 Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Agency for execution of subsequent Contract Agreement. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who:

	(a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of Contract and/or the Prequalification or Bid evaluation process of such Contract; or (b) would be involved in the implementation or supervision of such Agreement t, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding.
	6.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.
	6.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.
7. Eligibility (in terms of Nationality)	7.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.
B. Contents of the Prequalification Documents	
8. Sections of Prequalification Documents	8.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with I**TA 10.**
	PART 1 Prequalification Procedures • Section I - Instructions to Applicants (ITA) • Section II - Prequalification Data Sheet (PDS) • Section III - Qualification Criteria and Requirements • Section IV - Application Forms • Section V - Eligible Countries **PART 2 Supply Requirements** Section VI - Scope of Supply • Section VII – Schedule of Requirements
	8.2 The Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with **ITA 10.** In case of any discrepancies, documents issued directly through ePADS shall prevail.
	8.3 The Applicant is expected to examine all instructions, forms, and

		terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.
9. Clarification of Prequalification Documents and Pre-Application Meeting	9.1	An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing through ePADS as**.** The Procuring Agency will respond in writing through ePADS to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants through ePADS who have obtained the Prequalification Documents from ePADS , including a description of the inquiry but without identifying its source. If so indicated **in the PDS**, the Procuring Agency shall also promptly publish its response through ePADS . Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so in accordance with the provisions of **ITA 18.2.**
	9.2	If indicated in the PDS, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting through online platform / ePADS as per date and time mentioned **in the PDS**. During this Pre-Application meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.
	9.3	Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly through ePADS to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITA 10** and through ePADS. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.
10. Amendment of Prequalification Documents	10.1	At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum through ePADS
	10.2	Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing through ePADS to all Applicants who have obtained the Prequalification

	Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page and ePAD. Provided that an Applicant who had already submitted their Applications prior to the issuance of any such addendum shall have the right to withdraw his already submitted Application and submit the revised Application prior to the original or extended Application submission deadline through ePADS.
	10.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with **ITA 18.2:** Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.
C. Preparation of Applications	
11. Cost of Applications	11.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.
12. Language of Application	12.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the language specified **in the PDS.** Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the PDS,** in which case, for purposes of interpretation of the Application, the translation shall govern.
13. Documents Comprising the Application	13.1 The Application shall comprise the following: (a) **Application Submission Letter,** in accordance with **ITA 14.1**; (b) **Eligibility:** documentary evidence establishing the Applicant's eligibility, in accordance with **ITA 15.1**; (c) **Qualifications:** documentary evidence establishing the Applicant's qualifications, in accordance with **ITA 16**; and (d) any other document required as specified **in the PDS**.
14. Application Submission Letter	14.1 The Applicant shall complete an Application Submission Letter as provided in **Section IV (Application Forms).** This Form must be

	completed without any alteration to its format.
15. Documents Establishing the Eligibility of the Applicant	15.1 To establish its eligibility in accordance with **ITA 6**, the Applicant shall complete the eligibility declarations in the **Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).**
16. Documents Establishing the Qualifications of the Applicant	16.1 To establish its qualifications to perform the contract(s) in accordance with **Section III (Qualification Criteria and Requirements),** the Applicant shall provide the information requested in the corresponding Information Sheets included in **Section IV (Application Forms).** 16.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows: (a) for turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted). (b) value of single contract - Exchange rate prevailing on the date of the contract. 16.3 Exchange rates shall be taken from the publicly available source identified **in the PDS**. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency. 16.4 The documentary evidence of the Applicant's qualifications to conclude a contract Agreement, shall establish to the Procuring Agency's satisfaction: (a) that, if required **in the BDS**, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country; (b) that, if required **in the BDS**, in case of an Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made), the Applicant is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.
D. Submission of Applications	

17. Submission of the Applications through ePADS	17.1 The Bidder shall prepare and submit Bid with due diligence after carefully reading all the terms and condition before submission through ePADS in accordance with the procedures specified **in the PDS.** 17.2 In case the Applicant is a JV, the Application shall submit an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
18. Deadline for Submission of Applications	18.1 Applicants shall be submitted through ePADS no later than the deadline indicated **in the PDS.**
	18.2 If required in accordance with the provisions of **ITA 10.3,** the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended. 18.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement) through ePADS.
19. Opening of Applications	19.1 The Procuring Agency shall open all Applications on the date and time specified **in the PDS** through ePADS. Late Applications shall be treated in accordance with **ITA 18.1.**
E. Procedures for Evaluation of Applications	
20. Confidentiality	20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with **ITA 28** through ePADS.
	20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with **ITA 28,** any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing through ePADS
21. Clarification of Applications	21.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing through ePADS

	21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.
22. Responsiveness of Applications	22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per **ITA 21.1**, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.
23. Margin of Preference	23.1 Unless otherwise specified in the PDS, a margin of preference shall not apply in the Bidding process resulting from this Prequalification.
24. Sub-contractors	24.1 Subcontractors' qualification and experience will not be considered for evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Subcontractor) should meet the qualification criteria.
F. Evaluation of Applications and Prequalification of Applicants	
25. **Evaluation of Applications**	25.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in **Section III, Qualification Criteria** and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract, however subject to the provisions of **ITA 27**.
	25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Scope of Supply of the Goods and Allied Services.
	25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III. 25.4 Only the qualifications of the Applicant shall be

	considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.
26. Procuring Agency's Right to Accept or Reject Applications	26.1 The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants. However, the procuring agency shall record its reasons and justifications on ePADS, duly approved by the Principal Accounting Officer or Head of Organization.
27. Prequalification of Applicants	27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency. 27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency. 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.
28. Notification of Prequalification	28.1 The Procuring Agency shall notify all Applicants in writing through ePADS indicating the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately through ePADS. 28.2 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them through ePADS
29. Request for Bids	29.1 The Procuring Agency will invite the Bids from all the Applicants that have been prequalified through ePADS not earlier than ten (10) days after notification of the results of the Prequalification, to allow an aggrieved Applicant to exercise its rights under Rule 65 of the Public Procurement Rules, 2026.
30. Validity of Prequalification	30.1 The prequalification of an Applicant shall remain valid for a period of six (6) months from the date of publication of the prequalification results on ePADS, in accordance with Rule 23(4) of the Public Procurement Rules, 2026.

31. Changes in Qualifications of Applicants	31.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with **ITA 27** and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if: (a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members; (b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition. 31.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".
32. Redressal of Grievances	32.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) and proceed in accordance with the procedure and mechanism defined under Rule 65 of Public Procurement Rules, 2026. 32.2 The GRC shall comprise an odd number of members completely outside the Procuring Agency, drawn from another procuring agency or from the pool of experts maintained by the Authority and accessible through ePADS, in accordance with Rule 65(1) of the Public Procurement Rules, 2026, and shall not include any member of the Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement. 29.3 A complaint against the terms of the Prequalification Documents shall be filed not later than two (2) days prior to the deadline for submission of Applications, in accordance with Rule 65(2) of the Public Procurement Rules, 2026.
33. Mechanism of Blacklisting	33.1 The procuring agency shall initiate blacklisting or debarment proceedings against any bidder, supplier or contractor in accordance with the mechanism prescribed under Rule 25 of Public Procurement Rules, 2026 read with "Mechanism for Blacklisting Regulations, 2024".

Section II - Prequalification Data Sheet (PDS)

A. General

ITA 2.1	The identification number of the Invitation for Prequalification is: [*insert number*] The Procuring Agency is: *[insert full name, including name of Procurement Officer, and address]* The list of contracts is: *[insert number, names and identification numbers. If the Goods and Related services have not been divided into contracts, add the type of the Goods and Related services]*
ITA 4.1	The name of the Procuring Agency is: *[insert name of the Procuring Agency]* The name of the Project or Procurement is: *[insert name of the Project or the Procurement]*
ITA 6.2	Maximum number of members in the JV shall be: *[insert a number or insert "not limited"]*
ITA 6.5	A list of debarred firms and individuals is available on the PPRA's website: http://www.ppra.org.pk Applicants are further advised that debarment by an international financial institution, international organization, or multilateral development bank renders an Applicant ineligible for the corresponding period, in accordance with Rule 21(1)(g) of the Public Procurement Rules, 2026 , irrespective of listing on the PPRA debarred list.

B. Contents of the Prequalification Document

ITA 9.1	For clarification the bidder shall seek clarifications through ePADS.
ITA 9.1 & 10.2	Information related to prequalification shall be published on ePADS.
ITA 9.2	Pre-Application Meeting will be held: *[Yes/No]* *[If Yes, please add, date and time of the meeting including the electronic platform]*

C. Preparation of Applications	
ITA 12.1	This Prequalification document has been issued in the *[Insert "English" or "Urdu" or any other language of the country in whose territory the Procuring Agency is situated]* language. *[**Note:** In case the language is except English or Urdu, the original documentation shall be in English or Urdu, which shall be retained on record; for all other purposes their translations in local language shall be used. In case of the dispute reference shall be made to the original documentation retained on record.*
ITA 13.1 (d)	The Applicant shall submit with its Application, the following additional documents through ePADS: *[insert list of additional documents]*
ITA 16.2	The source for determining exchange rates is the weighted average customer exchange rates list issued by the State Bank of Pakistan, consistent with Rule 42(2) of the Public Procurement Rules, 2026, unless otherwise justified and recorded in writing by the Procuring Agency.
D. Submission of Applications	
ITA 18.1	**The deadline for Application submission is:** Day: *[insert day]* Date: *[insert date]* Time: *[insert time]* [Note to Procuring Agency: In accordance with Rule 19(2) of the Public Procurement Rules, 2026 , this deadline shall allow a response time of not less than ten (10) days for National Competitive Bidding and twenty (20) days for International Competitive Bidding, calculated from the date of publication of the procurement notice on ePADS.]
ITA 19.1	The opening of the Applications shall be made through ePADS *[Insert day, date, and time].* *[Indicate the weblinks for virtual participation of the applicants during application opening process]*
E. Procedures for Evaluation of Applications	
ITA 23.1	A margin of domestic preference *[insert either "shall" or "shall not"]* _____apply *[Provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the Application of a margin of preference and the Procuring Agency intends to apply it to the subject*

	contract. Otherwise omit]
ITA 23.1-A	Environmental/Sustainability Criteria: [Applicable/Not Applicable — insert where the Procuring Agency seeks goods with reduced environmental impact, in accordance with Rule 64 of the Public Procurement Rules, 2026] [If applicable, insert specific environmental or sustainability requirements]
ITA 32.1	If an applicant wishes to make a Pre-qualification related Complaint/ grievances, the applicant should submit its complaints/grievances, in writing through ePADS. In summary, at this stage, a Prequalification related Complaint may challenge any of the following: • the terms of the Prequalification Documents; and • the Procuring Agency's decision not to prequalify an Applicant.

Section III - Qualification Criteria and Requirements

This Section contains the methods, criteria, and requirements that the Procuring Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
				Joint Venture (existing or intended)			
No.	Subject	Requirement	Single Entity	All Members Combined	Each Member	One Member	Submission Requirements
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITA 6.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITA 6.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.3	**Eligibility**	Not having been declared ineligible as described in ITA 6.5 and 7.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.4	**State-owned enterprise of**	Meet conditions of ITA 6.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Not debarred due to any Non-performance of contract or deviation from Bid Securing Declaration in accordance with the provision of Rule 25(1)(c) and (e) of the Public Procurement Rules, 2026 or the period of debarment has been over.	Must meet requirement	Must meet requirements	Must meet requirement[1]	N/A	Form PER-1
2.2	**Pending Litigation**	Applicant's financial position and prospective long-term profitability still sounds according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1

[1] This requirement also applies to contracts executed by the Applicant as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3	History of Court/Arbitral Award Decisions	No consistent history of court/arbitral award decisions against the Applicant, in accordance with the requirement indicated in Form PER-1.	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	The audited balance sheets or other financial statements acceptable to the Procuring Agency, for the last *[insert number]* years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1
3.2	**Average Annual Turnover**	Average annual turnover (Average Annual Sales Revenue) from supply of Goods of *PKR [insert amount in PKR equivalent in words and figures]*, calculated as total certified payments received for contracts in progress and/or completed during the last three years. *[Insert a figure which is at least twice the estimated contract amount]*	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 2
3.3	**Current Contractual**	The Applicant shall also demonstrate, to the satisfaction					Form CON -1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Commitments	of the Procuring Agency, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.					
4. Experience							
4.1	**General Experience**	Experience in supply of Goods for at least the last [insert number of years] years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
4.2 (a)	**Specific Experience**	(i) Documentary evidence of the Applicant's qualifications to perform the Contract in accordance with 4.2 (b)(i) below	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iv) Registration Requirement in accordance with 4.2(b)(iv) below.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	
4.2 (b)	See below for details						

Specific Experience Requirements

The Specific Experience Requirements under 4.2 (b) are as follows:

4.2 (b)(i) Documentary evidence

The following documents must be included with the Application:

Documentary evidence of the Applicant's qualifications to perform the Contract if it's application is accepted:

(i) that, in the case of an Applicant offering to supply Goods under the Contract that the – Applicant manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Applicant:

(a) is incorporated in the country of manufacture of the Goods;

(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;

(c) has manufactured and marketed the specific goods covered by this Prequalification Document, for at least [insert years] years, and for similar Goods for at least [insert years]years;

(d) has received a satisfactory certificates issued by relevant regulatory authorities in Pakistan or in case of international bidding, GMP (Good Manufacturing Practice) inspection certificate in line with the [insert the name of institute] certification scheme on [insert the name of respective goods] moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods; and has demonstrated compliance with the quality standards during the past two years prior to Application submission;

(ii) that, in the case of an Applicant offering to supply Goods under the Contract that the Applicant does not manufacture or otherwise produce,

(a) that the Applicant has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Procuring Agency's Country using the Manufacturer Authorization Form; and

(iii) the Applicant shall also submit the following additional information:

(a) a statement of installed manufacturing capacity;

(b) details of on-site quality control laboratory facilities and services and range of tests conducted;

(c) list of major supply contracts conducted within the last three years.

4.2(b)(ii) Technical and Production Capability

The Applicant shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

(i) that it has successfully completed or substantially completed at least [*insert number*] similar contracts for supply of the goods and within the last five years. [*The number of similar contracts required should be not less than* ***(insert years)*** *and not more than* ***(insert years)***] Similar contracts are those of approximately the same size and that includes comparable products, e.g., [insert the names of goods].

The goods may have been supplied by the Applicant as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance,

(ii) that it has achieved an annual average production rate of _____ *[The annual production rate required should be at least equivalent to the quantities specified under the contract*] during the last *(insert years)*

4.2 (b)(iii) Experience on Packaging, Distribution and Transportation

The Applicant should provide proof of experience with and knowledge of modes of packing, distribution, and transportation of [insert the name of respective goods] similar to those subject to bidding under logistical and climatic conditions similar to the ones in the Procuring Agency's country. It should provide names of countries [*Not applicable for National competitive Bidding*] to which the Applicant has supplied (including packaged, distributed, and transported) products worth at least the amount [*insert the amount*] within the past [*insert years*] years.

4.2(b)(iv) Registration Requirements

The Goods to be supplied under the Contract shall be registered with the relevant authority in the Procuring Agency's country. An Applicant who has already registered its Goods by the time of Prequalification should submit a copy of the Registration Certificate with its Application (subject to subsequent confirmation at Bid submission). An Applicant who has not registered its goods subject of Bidding and wishes to commence the process of registration, should refer to the agency and contact person identified below. *[insert name, address, telephone, e-mail address, and contact persons for registration offices, i.e.,----------]*

If Registration is a requirement in the country of the Procuring Agency, the bidding document for the Procurement of Goods and Related Services stipulates that:

A Bidder who has already registered the goods by the time of Bidding should submit a copy of the Registration Certificate with its Bid.

Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Procuring Agency either:

(a) a copy of the Registration Certificate of the Goods for use in the Procuring Agency's country, or, if such Registration Certificate has not been obtained the applicant may be disqualified;

(b) evidence establishing to the Procuring Agency's satisfaction that the Applicant has complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: *[insert documentary requirements]*



Section IV - Application Forms

Application Submission Letter

Date: *[insert day, month, and year]*
IFP-No. and title: *[insert IFP number and title]*

To: *[insert full name of Procuring Agency]*

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

(a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA) 8*: [insert the number and issuing date of each addendum].*

(b) **No conflict of interest: We have no conflict of interest in accordance with ITA 6.4;**

(c) **Eligibility: We (and our subcontractors) meet the eligibility requirements as stated ITA 6.1, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration in accordance with Rule 25(1)(e) of the Public Procurement Rules, 2026;**

(d) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution*];

(e) **Not bound to accept: We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 26.1. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings**

(f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name: *[insert full name of person signing the Application]*

In the capacity of: *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[insert full name of the Applicant or the name of the JV]*

Address: *[insert street number/town or city/country address]*

Dated: *[insert date the document is signed i.e. day number]* day of *[insert month], [insert year]*

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

Form ELI -1.1
Applicant Information Form

Date: *[insert day, month, year]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Applicant's name along with nationality *[insert full name]*
In case of Joint Venture (JV), name of each member along with nationality: *[insert full name of each member in JV]*
Applicant's actual or intended country of registration: *[indicate country of Constitution]*
Applicant's actual or intended year of incorporation: *[indicate year of Constitution]*
Applicant's legal address [in country of registration]: *[insert street/ number/ town or city/ country]*
Applicant's authorized representative information Name: *[insert full name]* Address: *[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 6.5. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 6.2. ☐ 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

In case of JV, the Applicant's information shall include information on each JV member and letter of intent to form JV or JV agreement, in accordance with ITA 4.2

Form ELI -1.1 (continued)
Applicant Information Form

Date: *[insert day, month, year]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Applicant's name			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current registration with relevant authorities information:			
16. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods: Date of last inspection:			

18. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):	
19. Production capacity: *[insert peak and average production capacity over the last three years in units/day or units/month, etc.]*	
20. List of names and addresses of sources of raw material and what products they will be used in:	
21. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:	
22. Raw materials tested prior to use:	
23. Presence and characteristics of in-house quality control laboratory	
24. Names and addresses of external quality control laboratories used:	
25. Are all finished products tested and released by quality control prior to release for sale? Yes ___ No ___, If not, why?	
26. List control tests done during production? If so list.	
27. List tests conducted after production and prior to release of product on market:	
28. Are technical documents available in: ***[****Procuring Agency should insert language****]*** Yes No	

Form FIN – 3.1
Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[*insert number*] years, [*insert in words*] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					

* Refer ITA 16 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[2] for the *[number]* years required above; and complying with the requirements.

[2] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN - 3.2
Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA 16 for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, Sub-Factor 3.2.

Current Contract Commitments / Contracts in Progress Form CON-1

1. Name of Contract(s)

2.	Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3.	Value of outstanding contracts [current PKR equivalent]
4.	Estimated delivery date
5.	Average monthly invoices over the last six months (PKR/mon.)



Form- EXP-1

44. Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Form- PER 1

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
▻♏■♎♓■♑ ●♓♦♓♑♋♦♓☐■ ♓■ ♋♍♍☐❐♎♋■♍♏ ⬩♓♦♒ ♦♏ ♍♦♓☐■ ✌✌✌🖃 ✈◆♋●♓♐♓♍♋♦♓☐■ 👌❒♓♦♏❒♓♋ ♋■♎ ☼♏❑ ◆♓❒♏❍♏■♦⬩🖃 ♦◆♌👍☞♋♍♦☐❒ 🖹👍🖹 ♋⬩ ♓■♎♓♍♋♦♏♎ ♌ ♏●☐⬩👍			
Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent**

			(exchange rate)
[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*
☠□ ♍□■⬧♓⬧◆♏■◆ ♒♓⬧◆□❐⌧ □↗ ♍□◆❐◆👉♋❐♌♓◆❐♋● ♋⬧♋❐♎ ♎♏♍♓⬧♓□■⬧ ♓■ ♋♍♍□❐♎♋■♍♏ ⬧♓◆♒ ♦♏♍◆♓□■ ✌ ✌✌👉 ✈◆♋●♓↗♓♍♋◆♓□■ ☝❐♓◆♏❐♓♋ ♋■♎ ☼♏❑◆♓❐♏❍♏■◆⬧ 👉 ♦◆♌👍☞♋♍◆□❐ 🗎👍🗏👍			
☝□■⬧♓⬧◆♏■◆ ♒♓⬧◆□❐⌧ □↗ ♍□◆❐◆👉♋❐♌♓◆❐♋● ♋⬧♋❐ ♎ ♎♏♍♓⬧♓□■⬧ ♓■ ♋♍♍□❐♎♋■♍♏ ⬧♓◆♒ ♦♏♍◆♓□■ ✌✌✌👉 ✈◆♋●♓↗♓♍♋◆♓□■ ☝❐♓◆♏❐♓♋ ♋■♎ ☼♏❑◆♓❐♏❍♏■◆⬧👉 ♦◆ ♌👍☞♋♍◆□❐ 🗎👍🗏 ♋⬧ ♓■♎♓♍♋◆♏♎ ♌♏●□⬧👍			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**

[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Manufacturer's Authorization

[The Applicant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Application Submission]*
IFP No.: [*insert number]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Applicant]* to **submit a Prequalification Application and submit a Bid** the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the **General Conditions of Contract**, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries
Eligibility for the Provision of Goods and Related Services

In reference to ITA 7.1, for the information of the Applicants, at the present time, firms and individuals, supply of goods and Related Services from the following countries are excluded from this Prequalification process:

Under ITA 7.1 (a): *[insert a list of the countries to apply the restriction or state "none"]*

Under ITA 7.1 (b): *[list the countries or state "none"]*

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Section VI – Scope of Supply

Section VII – Schedule of Requirements

[Insert name of goods]



1. Scope of Supply



1.

2. Delivery Schedule

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

STANDARD REQUEST FOR PROPOSAL

Procurement of Consultancy Services

(Single Stage One/Two Envelope Procedure)
(Time Based Contract)
(Simplified Technical Proposal)

(National and International Competitive Bidding)

Public Procurement Regulatory Authority

Pakistan

October, ~~2025~~2026

PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Regulatory Authority Ordinance, 2002; Public Procurement Rules, ~~2025~~2026 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule 34 of the Public Procurement Rules, ~~2025~~2026.

The SRFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This SRFP can be used for the procurement of Consultancy Services with simple and well-defined TORs by adopting different selection methods including selection under a Fixed Budget ("FBS"), and Least-Cost Based Selection ("LCS"). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment. The use of this SRFP is not required for selections of individual consultants based on the Qualification of Consultants.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

SUMMARY DESCRIPTION
STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Invitation for Proposal (IFP)

The attached template is the Invitation for Proposal for eligible Consultants willing to submit a proposal for a consulting assignment.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help consultants prepare their proposals.

Section 3: Evaluation Criteria and Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

Section 4: Technical Proposal – Standard Forms

This Section includes the forms for Simplified Technical Proposal (STP) that are to be completed by the consultants and submitted in accordance with the requirements of Section 2.

Section 5: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 6: Eligible Countries

This Section contains information regarding eligible countries

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Standard Forms of Contract

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

PART I – Selection Procedures and Requirements

Section I. Invitation for Proposal

[*Insert Name of PA*]

[*Insert logo*]

Proposal No: ……..

for

[*Insert title or brief description of the consulting services*]

Date: ……..

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project.

2. The [*insert: name of PA]* now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.

3. This Request for Proposal (RFP) has been addressed to the short-listed Consultants: [*insert: List of Short-listed Consultants*]
   Or
   This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

5. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP.

6. Please submit your proposal on the following address [*insert address*] before the [Insert date and Time] through EPADS. Bids shall be opened on the same date [Insert time] through EPADS:

Yours sincerely,

[*Insert the title of the Principal Accounting Officer or Project Director or Project Manager*]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Section II. Instructions to Consultants and Data Sheet

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)-(~~j~~x) of the Public Procurement Rules, 2026.
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	4.1 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.
5 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 25 of this ITC.
a. Extension of Validity Period	7.4 If considered necessary, an extension in the bid validity can be made in accordance with ~~the~~Rule ~~provision~~37(3) of the Public Procurement Rules, ~~2025 (Rule 37(3))~~2026 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 Clarification 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 Proposals' submission deadline through EPADS only. The Procuring Agency will respond to the same through EPADS. 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: i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through EPADS. ii. 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: 10.2 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. 10.3 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.

	10.4 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. 10.5 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 before the submission deadline. 14.2 A Proposal submitted by a Joint Venture shall be submitted through EPADS from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. In case any of Member is not registered on the EPADS, may be registered on the EPADS 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, on the date and at the time, specified in the BDS. 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 and time for the opening of the Financial Proposals. 17.2 The Financial Proposals shall be then opened and evaluated through EPADS
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** 20.1 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. **Fixed-Budget Selection (FBS)** 20.2 In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected. 20.3 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. **Least-Cost Selection**. 20.2 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 to negotiate the Contract.
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 Most Advantageous 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 65 of the Public Procurement Rules, ~~2025~~2026 and Redressal of Grievance regulations.
25 Mechanism of Blacklisting	25.1 The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, ~~2025~~2026 and allied regulations.
26 Environmental objectives	26.1 As per Rule 64 of the Public Procurement Rules, ~~2025~~2026, 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.

Proposal Data Sheet

ITC Clause Reference	A. General
1.1	**Name of the Procuring Agency:** _____ **Method of selection**: _____ as per *Applicable Selection Technique i.e. Least Cost Basis Selection or Quality & Cost Based Selection.*
1.2	**A pre-proposal conference/meeting will be held**: Yes _____ or No _____ *[If "Yes", fill in the following:]* Date of pre-proposal conference/meeting: _____ Time: _____ Address: _____ Telephone: _____ E-mail: _____ Contact person: *[insert name and title]* _____
1.3	**The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: ____ *[list or state "N/A" if none]* _____
	B. Preparation of Proposals
4.1	The **language of the Bid** is *[insert "English" or" any other language in case the Procuring Agency is in some other country].* All correspondence shall be in [*specify the language*.] The language for translation of supporting documents and printed literature is *[specify one language].*
6.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** Yes _____ or No_____
7.1	**Proposals shall be valid until** *[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals]*
9.1	**Clarifications may be requested no later than** [*insert number]* **days prior to the submission deadline.**

	The contact information for requesting clarifications is: _____ E-mail: _____
10.1	*[If not used, state "Not applicable". If used, insert the following:* **Estimated input of Key Experts' time-input: _____person-months.** *[OR]* **Estimated total cost of the assignment:**_____ *[Indicate only either time input (in person-month) or total cost, but not both!]*
10.2	*[If not used, state "Not applicable". If used, insert the following:* **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**. *]*
10.5	**A price adjustment provision applies to remuneration rates:** Yes _____ or No _____ *[Applies to all Time-Based contracts with a duration exceeding 18 months. [If "Yes", specify whether it applies to foreign and/or local inflation]*
12.1	*[If there is no tax exemption in the Procuring Agency's country, insert the following:* "**Information on the Consultant's tax obligations can be found** *[insert reference to the appropriate statutory clause or financial instrument]***.**
13.1	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to one foreign currencies. **The Financial Proposal should state local costs in the Procuring Agency's country currency (local currency):** Yes_____ or No_____.
C. Submission, Opening and Evaluation	
14.1	**The Proposals must be submitted no later than:**

	Date: ____day/month/year *[for example, 15 January 2011]* **Time:** ____ *[insert time]*
18.1	For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.
19.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**:_____*[indicate local currency or fully convertible foreign currency]* **The official source of the selling (exchange) rate is State Bank of Pakistan**
20 (QCBS only)	**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. *[or replace with another inversely proportional formula]* **The weights given to the Technical (T) and Financial (P) Proposals are**: **T =** _____ [*Insert weight*], and **P =** _____[*Insert weight*] Proposals are 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) as following: S = St x T% + Sf x P%.
D. Negotiations and Award	
21.1	**Expected date and address for contract negotiations:** **Date**: _____ day/month/year *[for example, 15 January 2022]* **Address:** _____

Section III. Evaluation Criteria and Terms of Reference

A. Evaluation Criteria:

Sample Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:

In case of such shortlisting or prequalification that contains the aspect of capacity and capability of the consultants, the Technical Proposal will contain the marking of only the Quality of Proposal (including Methodology, work plan, management approach, allocation of resources etc.). Procuring agency shall provide marking slab for each category.

Points

(i) General Experience of the Consultant (i.e. Length of Incorporation as Company/firm or Registration/Licensing, General Assignments etc. marking slabs may be provided)
[10]

(ii) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[10]*

(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference :

Total points for criterion (Also insert slabs (i): *[50]*

(ii) Key Experts' qualifications and competence for the Assignment:
{Notes to Consultant: each position number corresponds to the same for Key Experts to be prepared by the Consultant}

a) *Position K-1: [Team Leader]* *[Insert points]*
b) *Position K-2: [Insert position title]* *[Insert points]*
c) *Position K-3:[Insert position title]* *[Insert points]*

Total points for criterion (ii): *[30]*

Total points for the two criteria: 100

The minimum technical score (St) required to pass is: ____ *[insert number]*

[The indicative range is 70 to 85 on a scale of 1 to 100]

B. Terms of Reference

[Sample outline:

1. Background _____

2. Objective(s) of the Assignment _____

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 _____

3.2 [indicate if downstream work is required]

3.3 [indicate if training is a specific component of the assignment]

3.4

3.5 ***[Note to Procuring Agency: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following (Modify as appropriate).]:***

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

(i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);

(ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;

(iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;

(iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);

(v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);

(vi) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;

(vii) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;

(viii) monitor that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;

(ix) *review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*

(x) *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*

(xi) *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*

[Include the following additional tasks if the Consultant is being employed for supervision of Works contract:

(xii) *carry-out the following activities consistent with the Works contract to be supervised including but not limited to the following:*

(a) support the Works employer to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;

(b) monitor contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate contractual actions if non-compliance is identified, including upon identification of potential non-compliance by a dispute board;

(c) ensure that any allegation of SEA and/or SH that are received by the Consultant are documented , maintaining appropriate confidentiality, and promptly submitted to the Employer and the Contractor;

(d) prior to its engagement for the Works, verify that, a subcontractor not named in the contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-contractors;

(e) provide appropriate support and relevant documents that a dispute board may need in reviewing SEA/SH contractual compliance;

(xiii) [add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].

4. *Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)*

5. *Reporting Requirements and Time Schedule for Deliverables*

[As a minimum, list the following:

(a) *format, frequency, and contents of reports;*

(b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*

(c) *dates of submission;*

(d) *persons (indicate names, titles, submission address) to receive them; etc.*

If the Services consist of or include the ***supervision of infrastructure (such as Plant or Works)****, include the following on ES reporting:*

(e) Immediately notify the Procuring Agency of any failure by the Contractor to comply with its SEA and SH obligations;

(f) Immediately notify the Procuring Agency of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, The Consultant shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency;

(g) Immediately inform and share with the Procuring Agency notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;

(h) Share with the Procuring Agency in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

6. Procuring Agency's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the Procuring Agency: _____ [list/specify]

(b) Professional and support counterpart personnel to be assigned by the Procuring Agency to the Consultant's team: _____ [list/specify]

7. Environmental and Social Policy

[Note to Procuring Agency: for supervising infrastructure (such as Plant or Works) contracts:

The Procuring Agency should attach or refer to the Procuring Agency's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring Agency should use the following guidance in drafting an appropriate policy.

Section IV. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Agency]*
Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*"].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.*]*

(e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{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}

FORM TECH-2
Description of Approach, Methodology, and Work Plan for Performing the Assignment

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

a) ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks ***[Note to Procuring Agency: add the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting services where the social risks are substantial or high:*** "(including on the [environmental and] social aspects)" to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-3

Work Schedule and planning for deliverables

N°	Deliverables [1] (D-..)	Months											
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**.....**	**n**	**TOTAL**
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Agency}												
D-2	{e.g., Deliverable #2:.....}												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-4

Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)							Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...	Home	Field	Total
KEY EXPERTS											
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*]	[2 month]	[1.0]	[1.0]					
			[*Field*]	[0.5 m]	[2.5]	[0]					
K-2											
K-3											
n											
								Subtotal			
NON-KEY EXPERTS											
N-1			[*Home*]								
			[*Field*]								
N-2											
n											
								Subtotal			
								Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

Full time input

Part time inpu

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact info for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications: ____
Language Skills (indicate only languages in which you can work): _____
Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert Signature

Date

{day/month/year}

Name of authorized Signature

Date

Representative of the Consultant (the same who signs the Proposal)

Section V. Financial Proposal - Standard Forms

FORM FIN-1

Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1].*

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

Item	**Cost**			
	{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used}			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2, if used*}	{*Insert Foreign Currency # 3, if used*}	{*Insert Local Currency, if used and/or required (16.4 Data Sheet*}
Cost of the Financial Proposal				
Including:				
(1) **Remuneration**				
(2) **Reimbursable**				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN of Remuneration

A. Remuneration _____

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{*Currency # 1- as in FIN-2*}	{*Currency # 2- as in FIN-2*}	{*Currency# 3- as in FIN-2*}	{*Local Currency- as in FIN-2*}
____	**Key Experts**							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges [1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Procuring Agency's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Agency's personnel – if required in TOR}							
				Total Costs				

Legend*:*
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

1. : Proposal Securing Declaration

Date: *[insert date (as day, month and year)]*
Proposal No.: *[insert number of Proposal process]*
Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

(a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;

(b) Disagreement to arithmetical correction made to the Proposal price; or

(c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 SRFP Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert **complete name of person signing the Proposal Securing Declaration**]*

Duly authorized to sign the Proposal for and on behalf of: *[insert **complete name of Service Provider**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]* Corporate Seal (where appropriate).

Section VI. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

PART II Conditions of Contract and Contract Forms

Foreword

1. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Consultant and to be involved in the daily execution of the assignment.
2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

General Conditions of the Contract

A. General Provisions

1. Definitions	a. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (b) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (c) **"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. (d) **"Consultant"** means an individual consultant or a consulting firm as the case may be; (e) **"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). (f) **"Day"** means calendar day unless indicated otherwise. (g) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (h) **"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. (i) **"Foreign Currency"** means any currency other than the Pakistani Rupees. (j) **"GCC"** means these General Conditions of Contract. (k) **"Government"** means the Government of Pakistan. (l) **"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. (m) **"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. (n) **"Local Currency"** means the currency of Pakistan (o) **"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. (p) **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them. (q) **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 (r) "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant. (s) "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP. (t) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (u) **"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. (v) "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. (w) **"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. (x) **"Third Party"** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant. (y) **TOR**s" 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	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	a) **Definition** 17.1. 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. 17.2. 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. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. **b) No Breach of Contract** 17.4. 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. **c) Measures to be Taken** 17.5. 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. 17.6. 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. 17.7. 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. 17.8. 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: (a) 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

	(b) 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. 17.9. 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.
b. By the Consultant	19.1.3 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.
c. Cessation of Rights and Obligations	19.1.4 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.
d. Cessation of Services	19.1.5 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.
e. Payment upon Termination	19.1.6 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 a. **Standard of Performance**	20.1 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. 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 20.3 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.

b. Law Applicable to Services	20.4 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.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 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. 21.1.2 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.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 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**.
c. Prohibition of Conflicting Activities	21.1.4 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.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 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 –	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

Impact on Payments	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: a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. b) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. c) 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. d) 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. e) 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. f) 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 thirty (30) 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with …….. .**
4.1	**The language is:**_____ *[insert the language].*
6.1 and 6.2	**The addresses are:** Procuring Agency : Consultant :_____
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]*
9.1	**The Authorized Representatives are:** **For the Procuring Agency:***[name, title]*_____ **For the Consultant:** *[name, title]*_____
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]*
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be** _____ *[insert time period, e.g.: four months].*
13.1	**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.
14.1	**Expiration of Contract:** **The time period shall be** _____ *[insert time period, e.g.: twelve months].*
21 b.	**The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes_____ No _____

23.1	**No additional provisions.** *[OR:* The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Procuring Agency:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the** *[insert "***Applicable Law***", if it is the law of the Procuring Agency's country, or insert "***applicable law in the Procuring Agency's country***", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency's country].* *[[Notes to the Procuring Agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency to what was included in the issued RFP.*

24.1	**The insurance coverage against the risks shall be as follows:** *[Note: Delete what is not applicable except (a)].* **(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]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Agency's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	*[If applicable, insert any exceptions to proprietary rights provision*_____*]*
27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* *[***The Consultant shall not use these** *[insert what applies…… **documents and software… … ……]* **for purposes unrelated to this**

	Contract without the prior written approval of the Procuring Agency.] *OR* **[The Procuring Agency shall not use these** *[insert what applies…….**documents and software……..**]* **for purposes unrelated to this Contract without the prior written approval of the Consultant**.**]** *OR* ***[*Neither Party shall use these** *[insert what applies…….**documents and software……..**]* **for purposes unrelated to this Contract without the prior written approval of the other Party**.**]***
29. Code of Conduct	The Consultant is "required" / "not required" *[select option as applicable]* to have a Code of Conduct for Experts as per the policy of the Authority.
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.]***
36.1 (a) through (f)	*[List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]*
36.1(f)	*[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 36.1(f).]*
42.2	**The ceiling in foreign currency or currencies is:** _____ *[insert amount and currency for each currency] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **The ceiling in local currency is**: _____ *[insert amount and currency] [indicate:* **inclusive** *or* **exclusive**] **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Procuring Agency** *[insert as appropriate: "***for" or "to"***]* **the Consultant.**

	The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
43.3	**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: (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ {or $R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$} 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.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{\text{or} \quad R_l = R_{lo} \times \left[\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ \right]\}$$

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 Procuring Agency shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]

(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the

	currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
44.1 and 44.2	**The Procuring Agency warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Agency shall pay the withholding tax or the Consultant has to pay, include the following:* "**the Procuring Agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,**" *OR* "**the Procuring Agency shall reimburse the Consultant, the Sub-consultants and the Experts***"]* **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Agency's country, on the Consultant, the Sub-consultants and the Experts in respect of:** **(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring Agency's country), in connection with the carrying out of the Services;** **(b) any equipment, materials and supplies brought into the Procuring Agency's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;** **(d) any property brought into the Procuring Agency's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Procuring Agency's country), or the eligible dependents of such experts for their personal use and which will**

	subsequently be withdrawn by them upon their respective departure from the Procuring Agency's country, provided that: **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring Agency's country in importing property into the Procuring Agency's country; and** (ii) **if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Agency's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Procuring Agency's country, or (b) shall reimburse them to the Procuring Agency if they were paid by the Procuring Agency at the time the property in question was brought into the Procuring Agency's country.**
45.1	**The currency [currencies] of payment shall be the following:** *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]*
46.1(a)	*[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: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.

46.1(b)	*[Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* **The Consultant shall submit to the Procuring Agency itemized statements at time intervals of** _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.].*
46.1(e)	**The accounts are:** for foreign currency: *[insert account].* for local currency: *[insert account].*
47.1	**The interest rate is**: *[insert rate].*
49.	*[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]* **Dispute Resolution** i. If 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 foregoing, any question regarding its existence, validity, termination and 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 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 EPADS. 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 to the Service Provider. **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, or Managing Director or Secretary Ministry of Law and Justice 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. **Arbitrator's fee:** The fee shall be specified in Rupees unless otherwise state in SCC and as determined by the appointing authority shall be shared equally by both parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Procuring Agency and a Service Provider 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.

Section-VII STANDARD FORM OF CONTRACT

Contract for Consultant's Services

Project Name _____

***[Loan/Credit/Grant]* No.**_____

Contract No. _____

between

_____

[Name of the Procuring Agency]

and

_____

[Name of the Consultant]

Dated: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

1. 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 (name of the JV) 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

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

(b) 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;

(c) 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:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract
   (b) The Special Conditions of Contract;
   (c) Appendices:
   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Remuneration Cost Estimates
   Appendix D: Reimbursable Cost Estimates
   Appendix E: 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]

I. Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

Appendix B - Key **Experts**

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]
[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Procuring Agency's country; entitlement, if any, to leave pay; public holidays in the Procuring Agency's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:
   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]
2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Agency has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

   "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Agency prior to the Contract's negotiations.

   Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. 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 statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this Contract."

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

_____ _____

Signature Date

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

Appendix E - Form of Advance Payments Guarantee

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Procuring Agency]*

Date: _____*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

Time-Based

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _*[month]*_____, *[year]*__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Standard Bidding Document
for
Procurement of Goods (Import of Commodities)

(International Competitive Bidding)

`

Public Procurement Regulatory Authority

Pakistan

September, 2026

ACKNOWLEDGEMENT

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The Authority acknowledges the contribution of officers of the Authority for development and finalization of this document.

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Reviewed By	
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PREFACE

Public procurement in Pakistan is governed by the Public Procurement Regulatory Framework, which comprises the Public Procurement Ordinance, 2002, the Public Procurement Rules, 2025, and associated Regulations.

To promote uniformity, transparency, and efficiency in procurement practices across the Federal procuring agencies, the Standard Bidding Document (SBD) for the Procurement of Goods through EPADS has been developed. This document serves as a regulatory instrument under the authority of Section 27 of the PPRA Ordinance, 2002, read in conjunction with Rule 34(1) of the Public Procurement Rules, 2025, and holds the status of Regulations.

The SBD comprises both General Conditions and Specific Conditions of Contract. The Specific Conditions are designed to supplement the General Conditions and may be adapted or modified by procuring agencies to suit their specific procurement needs, while remaining within the bounds of applicable rules and regulations.

This document is regarded as a "live document" and will be periodically updated based on regulatory experience, ongoing monitoring of procurement practices, and constructive feedback from stakeholders, including procuring agencies, vendors, and the general public.

Standard Bidding Document for Procurement of Goods (Import of Commodities)

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders (ITB). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Evaluation Criteria, Specifications, Schedule of Requirements

This Section includes evaluation criteria the details of specifications for the goods to be procured and the schedule of requirements.

Section V - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bids Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. ***This Section contains provisions that are to be used without modifications.***

Section VII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section VIII - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Bidder to whom Letter of Acceptance is issued, before the award of contract.

Section IX Integrity Pact

The successful Bidder shall be required to furnish Integrity Pact as per the attached format.

Section X Declaration of Beneficial Owners Information:

The successful bidder is required to provide a declaration of Beneficial Ownership on prescribed form attached in accordance with Regulation 4 of the Declaration of Beneficial Ownership Information of Public Procurement Contract Awarded Regulations, 2022.

SECTION I: INVITATION TO BIDS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
PAKISTAN
Procurement Notice (PN)

PROCUREMENT NOTICE

PROCUREMENT OF GOODS

1. The (*Insert Procuring agency Name*) has reserved Funds for the procurement planned for FY (*Insert Year*). The (*Insert Procuring agency Name)* intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the *"(insert title of the procurement).*

2. The (*Insert Procuring agency Name*) invites sealed Bids through E-PADS from eligible Bidders for procurement of goods (*Insert brief description of goods),* registered with Income Tax and Sales Tax Department and in the active tax payer list of the FBR at the time of opening of bids.

3. *(Insert procurement procedure to be adopted)* will be used by adopting (*insert technique to be adopted)* Technique for the subject procurement, in line with the Public Procurement Rules, 2025 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting to *(Insert form of Currency and Amount*) in the (*Insert form acceptable to the procuring agency).* Or all bids must be accompanied by bid securing declaration in the format specified in the bidding documents.

5. Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk) for all the interested bidders registered on EPADS. Bidders are required to get themselves registered on EPADS to participate in Bidding process.

6. The bids, prepared in accordance with the instructions in the Bidding documents, must be submitted through EPADS only on or before ([*insert time*], [*insert date*). E-bids will be opened by using EPADS on the same day at (*mention bid opening time at least 30 minutes after bid closing time*). Manual submission of Bids shall not be entertained.

7. In terms of Rules 65 of Public Procurement Rules, 2025 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website (*mention website*) and also available on E-PADS as well as on Authority's website at (www.ppra.org.pk).

(*Insert name of the Authorized Officer along with designation*)

(Insert organizational and contact details)

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids	1.1	The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through E-PADS** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds is referred in Clause ~~2~~ I of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid. The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

		Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. *(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA)*.
	3.2	The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.
	3.3	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.4	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent;

		(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (d) the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.
	3.5	As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.6	Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government. The list of Eligible Goods is as under:
		Agriculture products namely Fertilizer, Grains and Sugar
		Petroleum Products such as: **(a)** Motor Gasoline (MOGAS). **(b)** Motor Gasoline 95 RON and HOBC 97 RON **(c)** High Speed Diesel/Gasoil (HSD) **(d)** Jet Fuel/ Aviation Fuel **(e)** Furnace Oil (High Sulphur and Low Sulphur Furnace Oil) **(f)** Base Oils (all groups) **(g)** Additives/Chemicals and allied Petro-chemicals products. **(h)** High Density Poly Ethylene (HDPE) (Blow Grade/ Injection Grade) **(i)** Any other petroleum product as advised by Petroleum Division
		Coal (Sub-bituminous)
		LNG/LPG
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	**The Bidder shall not engage a subcontractor for any**

		portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.
6. Cost of Bidding	6.1	Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING Documents

7. Contents of Bidding Document	7.1	The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include: **Section I -**Invitation to Bids **Section II** Instructions to Bidders (ITB) **Section III** Bid Data Sheet (BDS) **Section IV** Evaluation Criteria, Specifications, Schedule of Requirements **Section V** Bid Forms **Section VI** General Conditions of Contract (GCC) **Section VII** Special Conditions of Contract (SCC) **Section VIII** Contract Forms Section IX Integrity Pact Section X Declaration of Beneficial Ownership Information
	7.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through E-PADS will be at the Bidder's risk and may result in the rejection of his Bids.
8. Clarification of Bidding documents	8.1	A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS**.**
	8.2	The Procuring Agency will within three (01) day after receiving the request for clarification, respond to any request for clarification through E-PADS provided that such request is received not later than one (01) days prior to the deadline for the submission of Bids as prescribed in **ITB 22.** **In case of LNG / LPG where the maximum response time is 24 hours, the procuring agency shall will within six (06) hours after receiving the request for clarification, respond to any request for clarification** provided that such request is received not later than six (06) hours prior to the deadline for the submission of Bids as prescribed in **ITB 22.**

	8.3	~~Copies of~~ The Procuring Agency's response shall ~~will~~ be forwarded to all identified Prospective Bidders through EPADS, including a description of the inquiry, but without identifying its source.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through E-PADS.
	9.2	The Procuring Agency shall promptly publish the addendum through EPADS. Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through E-PADS: Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last one

		(01) day, or six (06) hours in case of LNG / LPG, of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid	10.1	The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and samples Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the documents required in the **BDS**. Details of sample(s) where applicable and requested in the BDS. Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process; Documentary evidence established in accordance with ITB 03 that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; Documentary evidence established in accordance with **ITB 12** that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**
12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents	12.1	To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.
13. Documents Establishing	13.1	~~Pursuant to **ITB 10,**~~ The Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to

Eligibility and Qualification of the Bidder		participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding document.
	15.2	All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.
	15.3	In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology: (a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or (b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes. The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.
	15.6	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. **Bid Currencies**	16.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2025.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. Under no circumstances, the bid validity period shall be less than the period specified in Schedule-I referred in Rule 29 of the Public Procurement Rules, 2004. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be. The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through E-PADS. Such extension may be more than one time but the total period of such extension shall not exceed the original bid validity period. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.
18. Bid Security or Bid Securing Declaration	18.1	The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2025. **The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through E-PADS before closing hours for submission of bids.** The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**. The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.
	18.4	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.5** are invoked.
	18.5	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bids prior to the deadline for the submission of Bids.
	18.6	The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

	18.7	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 18.2**; or ii) does not accept the correction of errors**;** or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract; or ii) to furnish Performance Guarantee**.**
19. Withdrawal, Substitution, and Modification of Bid	19.1	Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through E-PADS.
20. Format and Signing of Bid	20.1	The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS.

D. Submission of Bids

21. Submission of Bids through EPADS before bid submission deadline	21.1	The Technical and Financial Bids, shall be submitted electronically through ~~on~~ EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
22. Deadline for Submission of Bids	22.1	Bids shall be received by the Procuring Agency through EPADS before bid submission deadline.
	22.2	The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner. In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids	23.1	The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS, on the date and time specified in the Bid Data Sheet (BDS).
	23.2	The Bid Evaluation Committee **shall generate minutes through E-PADS containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.
	23.3	The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works. In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open the bid due to any EPADS related issues, the submission and opening of the bids shall be shifted to the next working day on the same time.
	23.4	No bid will be rejected at the time of bid opening except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.
24. Clarification of Bids	24.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.
	24.2	The request for clarification and the response shall be sought through EPADS. No change in the prices or substance of the Bids shall be sought, offered, or permitted.
	24.3	The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bids: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of Bidding documents; f) change in the ranking of the Bidder.
	24.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through EPADS.
25. Preliminary Examination of Bids	25.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria;

		b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Bidding documents. The Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	25.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Goods; b) limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	25.3	If a Bid is not substantially responsive, it will be rejected by the Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.
26. Examination of Terms and Conditions; Technical Evaluation	26.1	The respective Bid Evaluation Committee ~~Procuring Agency~~ shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
	26.2	The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.
	26.3	If after the examination of the terms and conditions and the technical evaluation, the Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.
27. Correction of Errors	27.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring

		Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	27.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.
28. Conversion to Single Currency	28.1	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules, 2025.
29. Evaluation of Bids	29.1	The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2025.
	29.2	While evaluating the bids, the procuring agency shall consider the following: **i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;** **ii. correction of arithmetic errors in accordance with ITB 27;**
	29.3	In case of tie of bids, the respective Bid Evaluation Committee shall proceed in accordance with the provisions stipulated under 42(4) of Public Procurement Rules, 2025.
30. Domestic Preference	30.1	The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

		The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.
31. Determination of Successful Bid	31.1	Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria. **Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid. **Quality and Cost Based Selection (QCBS)** In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation. The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods. In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis

		of combined evaluation in accordance with provisions of Rule 2(1)(cc) of the Public Procurement Rules, 2025. **Quality Based Selection:** Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.
32. Abnormally Low Financial Bids	32.1	An **abnormally low bid** is a bid that, in light of the procuring agency's cost estimate, market conditions, or other received bids, **appears to be unrealistically low and may not be sustainable** for successful contract execution. Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bid or as a part of the post-qualification process. The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2025. In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the Bid price with the cost estimate; (ii) Comparing the Bid price with the Bids offered by other Bidders submitting substantially responsive Bids; and (iii) Comparing the Bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

	32.2	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.
	32.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.
	32.4	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract. Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	32.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award	33.1	The Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder. ~~Most Advantageous Bidder~~. If it is mentioned in the bid data sheet that the bidders may offer less quantity as required to meet the demand, the procuring agency may award the remaining quantity to the next successful bidder and so on until the desired quantities advertised by the procuring agency are met with and if they agree to bring the price at par with the successful bidder.
34. **Negotiations**	34.1	The procuring agency shall not engage in negotiations with respect to scope and price. The procuring agency may negotiate with the Successful Bidder(s) with a view to streamline the work or task execution,

		at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.
35. Procuring Agency Right to reject all bids	35.1	**The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2025.**
36. Cancellation of Procurement	36.1	The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2025.
37. **Procuring Agency's Right to Vary Quantities at the Time of Award**	37.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.
38. Notification of Award	38.1	Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on E-PADS in accordance with Rule 48 of the Public Procurement Rules, 2025. The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	38.2	The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract (if required).
39. Signing of Contract	39.1	In case signing of contract is required, promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
	39.2	Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.
40. **Corrupt & Fraudulent Practices**	40.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

41. **Constitution of Grievance Redressal**	41.1	The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 29 read with Rule 65 of the Public Procurement Rules, 2025. In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2025.

H. Mechanism of Blacklisting

42. **Mechanism of Blacklisting**	42.1	The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 25 of the Public Procurement Rules, 2025. The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2025.
43. Contract Management	43.1	For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2025.
44. Inspection of goods and evaluation of services.	44.1	The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2025.
45. Socio-economic development.	45.1	In accordance with Rule 63 of the Public Procurement Rules, 2025, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.
46. Environmental objectives	46.1	As per Rule 64 of Public Procurement Rules, 2004, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when

		compared to goods services with the same primary function that may otherwise be procured.

SECTION III: BIDS DATA SHEET (BDS)

The following specific data for the procurement of Goods 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. Introduction
1.	**1.1**	Name of Procuring Agency: The subject of procurement is: Period for Provision of Goods: Extension Period (if applicable): Expected commencement date:
2.	**2.1**	Financial year for the operations of the Procuring Agency: Name and identification number of the Contract: Identification Number:

B. Bidding documents

3.	**8.1, 8.2, 8.3**	The Bidders may seek clarifications through EPADS
	8.5	Pre-bid meeting will be/will not be held [*Tick the appropriate*] If yes write down the time, and date of the pre-Bid meeting: *[The meeting should take place not later than one weeks before the deadline for Bid submission.]*

C. Preparation of Bids

4.	**10.1**	The Language of all correspondences and documents related to the Bids shall be in [Insert Language]:
5.	**15.6**	The price shall be [fixed not fixed]
6.	**16.1**	Currency of the Bids shall be;
7.	**17.1**	The Bid Validity period shall be:
8.	**18.1**	The amount of Bid Security shall be:
9.	**18.3**	The amount of Bid Security shall be: [Enter amount of bid security]

		The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

10.	**21.1 and 18.1**	Bid shall be submitted online on EPADS whereas hard copy of the bid security should be submitted to the following; Bids that are not submitted on EPADS shall be disqualified.
11.	**22.1**	The deadline for Bids submission is a) Day *:* b) Date*:* c) Time*:*

E. Opening and Evaluation of Bids

12.	**23.1**	The Bids opening shall take place **through E-PADS** at: Day*: [insert day]* Date: [insert date] Time*: [insert time]*
13.	**31.1**	Selection technique adopted will be: **The Procuring Agency shall use the following evaluation technique for determination of successful bid.** **Least Cost Base Selection (LCBS)** **Quality and Cost Based Selection (QCBS)** **Quality Based Selection (QBS)** **[Insert the Evaluation Technique]**
14	**29.2**	The procuring agency shall consider the following: **lump sum bid basis; or** **items wise; or** **Lot wise (contracts),** **[Insert the methodology]**

F. Award of Contract

15	**37.1**	Percentage for quantity increase or decrease is (insert percentage)

G. Grievance Redressal and Complaint Review Mechanism

16.	**41.1**	Grievances shall be submitted through EPADS only.
17.	**41.1**	The Address of PPRA Grievance Redressal Appellate Committee to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

SECTION IV: EVALUATION CRITERIA, SPECIFICATIONS, SCHEDULE POF REQUIREMENTS

(Sample) Evaluation Criteria

Note: a. Proof of the following documents/parameters must be provided. The Bidders who fail to provide supporting documents will not be entertained and will be disqualified as non-responsive.

1) The bidder must be registered with Income Tax /Sales Tax Departments and shall attach proof of the same. ***Must meet requirement.***
2) The bidder must be in the active taxpayers' list of the FBR at the time of opening of bids. ***Must meet requirement.***
3) Having a minimum of at least three years' relevant experience in a similar assignment. A list of clients where the required services have been satisfactorily provided is required to be attached with the bid.
4) Income Tax Return for the last three years. ***Must meet requirement. or***
5) Audited Financial Statement of last year from the reputed Chartered Accountancy Firm. ***Must meet requirement. or***
6) Current-year Bank Statement as proof of the financial strength of the Company. ***Must meet requirement.***
7) Copy of Form 29 in case Companies registered with SECP and copy of CNIC of owners/Directors: ***Must meet requirement. or***
8) Copy of Partnership Deed/Form F in case of Partnership. ***Must meet requirement.***
9) Complete profile of the Supplier. ***Must meet requirement.***
10) Not debarred due to any non-performance of contract or deviation from the terms and conditions of the bidding document in accordance with provisions of Rule 25 of the Public Procurement Rules, 2025 or the period of debarment has been over. ***Must meet requirement.***
11) To demonstrate to the satisfaction of the USCP on company's / firm's letter head that it has adequate sources of finance to meet the cash flow requirements currently in progress and for future contract procurements. ***Must meet requirement.***
12) An affidavit on legal stamp paper worth Rs.100/- to the effect that the bidder has not been blacklisted by any Govt/Semi Govt/Autonomous Organization and there is no litigation lying pending adjudication in any Court of Law. Declaration that Pending litigation has been resolved against the Bidder. ***Must meet requirement.***
13) Affidavit (Integrity Pact) and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (**Annexure---**). ***Must meet requirement.***

The procuring agency may reject any bid which is not responsive to the aforesaid requirements. In case of providing unsatisfactory/false/missing information, it may result in disqualification of the Applicant/bidder.

Undertaking: That the information submitted in the bidding documents is true; whereby, found false or deceptive, USCP reserves the right to disqualify the bidder from existing and all the future biddings.

Seal and Signature of the Bidder with date:

I. Technical Criteria: Weightage %age

Sr. No.	Technical Criteria	Max. Marks	Marks Obtained
1	Financial Strength		
2	Original Equipment Manufacturer / Authorized Dealer		
3	Certification e.g. ISO 9001		
4	Overall Experience		
5	Relevant Experience		
6	Technical Staff		
7	Regional offices / workshops in various cities		
8	Support Plan (after sale service, complaint handling, installation, warranty etc.)		
9	Satisfactory Performance Certificate		
10	Technical Specifications		

Technical evaluation marks = total marks obtained x technical percentage

II. Financial Criteria:

Weightage: %age

Formular for calculation of financial marks

$$\left[\frac{\text{Lowest Bid}}{\text{Quoted Bid}} \times \text{financial percentage} \right]$$

Total marks obtained by the bidder = technical evaluation marks + financial evaluation marks

(SAMPLE) SPECIFICATIONS

Item Name	Specification	Total Marks	Marks Obtained

(SAMPLE) SCHEDULE OF REQUIREMENTS

Item Name	Specifications	Quantity	Delivery Schedule

SECTION V: BID FORMS

Letter of Bid

Date: _____

Contract No.:

_____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding document:

(b) We offer to provide the requited Goods in conformity with the Bidding document and in accordance with thedelivery schedule specified

(c) Our Bids shall be valid for a period of specified with the Bidding document, andit shall remain binding upon us and may be accepted at any time before the expiration ofthat period;

(d) If our Bids is accepted, we commit to obtain a Performance Guarantee in Percent of the Contract Price for the due performance of the Contract;

(e) The rates quoted by us are fixed and valid for period of bid validity and binding upon us for the entire period of contract and period of extension.

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the BIDDING document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Name _

In the capacity of

_____

Signed

_____

Duly authorized to sign the Bids for and on behalf of

_____

Date

Bid Securing Declaration

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

Date: *[insert date (as day, month and year)]*
Bid No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

(a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

(b) Disagreement to arithmetical correction made to the Bid price; or

(c) 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.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of Bidder**]*

Dated on_____day of_____,_____*[insert **date of signing**]*
Corporate Seal (where appropriate)

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission*]
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page_____of_____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

RFB No.: *[insert number of RFB process]*

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

Page_____of_____pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid submission]*
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15.2 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____day of_____,_____*[insert date of signing]*

Financial Bid Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the Goods for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

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

We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

Price Schedule Form

Name of Bidder_____.

S.No	Name of location	Estimated Quantity	Unit Price including all applicable taxes	Total Price Including all applicable taxes
1.				
2.				

SECTION VI: GENERAL CONDITIONS OF CONTRACT

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated. (a) "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract; (b) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time; (c) The "**Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 35** hereunder. (d) **"Authority" means** Public Procurement Regulatory Authority. (e) The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.** (f) "**Completion date**" means the date of completion of the Contract by the Bidder as certified by the Procuring Agency. (g) The "Contract" means an agreement enforceable by law; (h) The "Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations; (i) "Day" means calendar day unless indicated otherwise. (j) **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract. (k) **"Delivery"** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to

	supply to the Procuring Agency under Contract. (l) "Effective Date" means the date on which this Contract comes into force and effect. (m) "**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 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 its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. (n) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency; (o) "GCC" means the General Conditions of Contract containedin this section; (p) "Government" means the Government of Pakistan; (q) "In Writing" means communicated in written form with proof of receipt; (r) "Local Currency" means the currency of Pakistan; (s) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. (t) "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them; (u) "Procuring Agency" means: -

	any Ministry, Division, Department or any Office of the Federal Government; any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government; (v) "The Project Site," where applicable, means the place orplaces named in Bids Data Sheet and technical Specifications; (w) "SCC" means the Special Conditions of Contract; (x) The "Services" means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder's Bids; (y) **"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. (z) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
2. Application and Interpretation	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
3. Applicable Law	3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
4. Governing Language	4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder 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. Notices	5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an 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 address specified in the **SCC**.
6. Standards	6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
7. Delivery/Location	7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.
8. Authorized Representatives / Authority of Member in charge	8.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.
B. Commencement, Completion, Modification and Termination of Contract	
9. Effectiveness of Contract	9.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
10. Commencement of the contract	10.1 The Bidder shall confirm availability of the Goods required under this contract and shall provide such goods not later than the number of days after the Effective Date specified in the SCC.
11. Program	11.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The delivery shall be carried out in accordance with the approved Program as updated.
12. Starting Date/Expiration Date	12.1 The Bidder shall start delivery of the Goods (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.** 12.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

13. Entire Agreement	13.1 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.
14. Modification	14.1Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party. 14.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
15. Force Majeure	15.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 15.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 15.3 **Extension of Time** 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. However, such period shall not exceed sixty (60) days. 15.4 Payments During the period of their inability to deliver the product or perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of goods and in reactivating the delivery and aligned services after the end of such period.
16. Termination	**16.1 By the Procuring Agency** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such

	an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Bidder becomes (or, if the Bidder 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 Bidder fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Bidder is unable to deliver the goods for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; **16.2 By the Bidder** The Bidder may terminate this Contract, by not less than thirty (30) calendar 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 Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue. (b) If, as the result of Force Majeure, the Bidder is unable to deliver the product for a period of not less than sixty (60) calendar days. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration. (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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

17. General	**17.1 Standard of Performance** i. The Bidder shall deliver the product 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 Bidder 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. **17.2 Law Applicable to Goods** The Bidder shall deliver the goods 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-Bidders, comply with the Applicable Law.
18. Conflict of Interest	18.1 **Bidder Not to Benefit from Commissions and Discounts.** The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 18.2 **Bidder and Affiliates Not to be Otherwise Interested in Project** The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services. **18.3 Prohibition of Conflicting Activities** Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

	(b) during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
19. Confidentiality	19.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
20. Insurance to be Taken Out by the Bidder	20.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) 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 have been paid.
21. Bidder's Actions Requiring Procuring Agency's Prior Approval	21.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Bidder; (b) changing the Program of activities; and (c) any other action that may be specified in the SCC.
22. Reporting Obligations	22.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
23. Liquidated Damages	23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.** 23.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC. 23.3 Lack of performance penalty

	If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.
24. Performance Guarantee	24.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the **SCC**. 24.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 24.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC. 24.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.** 24.5 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.
25. Fraud and Corruption	25.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
26. Sustainable Procurement	26.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

27. Description of Personnel	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
28. Removal and/or Replacement of Personnel	28.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications. 28.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 28.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

29. Assistance and Exemptions	29.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance as specified in the SCC.
30. Change in the Applicable Law	30.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
31. Services and Facilities	31.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described, at the times and in the manner specified in the SCC or terms of reference. 31.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

32. Contract Price	32.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
33. Terms and Conditions of Payment	33.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder. 33.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.
34. Currency of Payment	34.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

35. Identifying Defects	35.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.
36. Correction of Defects and Lack of Performanc e Penalty	36.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 36.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 36.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.
37. Taxes and Duties	37.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes, Contract Amendments, Change Orders, Sub-contracts

38. Alternate Dispute Resolution (ADR)	38.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2025. 38.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator. 38.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.
39. Change Orders	39.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier. 39.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order. 39.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
40. Contract Amendments	40.1 Subject to **GCC Clause 32**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
41. Sub-Contracts	41.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

SECTION VII. 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
GCC 1	**Definitions** **The Procuring Agency is:** **The Supplier is:** **The title of the subject procurement is:**
GCC 3	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan
GCC 4	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 5	**Notices:** **The addresses for the notices are:** The Authority: The Contractor/ Bidder: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 8	**The Authorized Representatives are:** **For the Procuring Agency:**

	For the Bidder: **Name: ……** **Designation: ……..** **Address: ……..**
GCC 9	**Effectiveness of the contract:**
GCC 10	**Commencement of Contract:**
GCC 12	**Expiration of Contract:**
GCC 16	**Termination** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.
GCC 18	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**
GCC 23	**Liquidated Damages** Applicable rate: *[insert rate]* Maximum deduction: is equal to the performance security. ***Note:*** *0.1 to 0.2 per cent per day of undelivered materials/good's value.*
GCC 24	**Performance Guarantee:** The amount of performance guarantee shall be up to 10% of the contract price in acceptable form of Bank Guarantee / Draft only in favor of the Authority [Enter the percentage of performance guarantee ……..]
GCC 33	**Payment Terms:** Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

GCC 34	**Currency of Payment:** All the payment to be released to the contractor/Bidder shall be …… (Specify currency)
GCC 35	**Identifying Defects:** The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.
GCC 38	**Following is the guidance for Dispute Resolution** **(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider:</u>** All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 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 in accordance with GCC clause 38.

	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. **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.

SECTION VIII: CONTRACT FORMS

Form of Contract

THIS AGREEMENT is made on the _____ day of _____ 20_____ between the Public Procurement Regulatory Authority of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., *[brief description of goods]* and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

    (a) The form of Contract;
    (b) the Form of Bids and the Price Schedule submitted by the Bidder;
    (c) the Schedule of Requirements;
    (d) the Technical Specifications;
    (e) the Special Conditions of Contract;
    (f) the General Conditions of the Contract;
    (g) Format of Bid Security/ Bid Security Declaration
    (h) Format of Performance Guarantee
    (i) the Procuring Agency's Letter of Acceptance; and
    (j) [*add here: any other documents or detail not inconsistent with the Public Procurement Rules, 2025*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:
……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

Performance Guarantee Form

To: *[name of Procuring Agency]*

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}

SECTION IX: 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 Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by 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.

SECTION X: **DECLARATION OF BENEFICIAL OWNERS' INFORMATION FORM**

The "**Declaration of Beneficial Owners**" Information of Public Procurement Contract Awarded Regulations, 2022" require that all procuring agencies while engaging in public procurement contract worth Rs. 50 million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following performa to these regulations. The procuring agencies while entering such contracts shall publicize the beneficial ownership information of the company on PPRA's website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA's website. Accordingly, if applicable, the following performa shall be submitted by the bidders along with the Technical Bid.

DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS.

1. Name _____
2. Father's Name / Spouse's Name _____
3. CNIC / NICOP / Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding control or interest acquired in the business _____
8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10

Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and Signature
(Person authorized to issue notice on behalf of the company)

Schedule I

S. No	Name of product	Response time (from the advertisement) (Minimum)	Bid validity period (after issuance of evaluation report) (Minimum)	Grievance period (after issuance of evaluation report) (Minimum)	Grievance redress period (after filing of grievance) (Minimum)	Maximum period restraining from signing of contract (after issuance of evaluation report) (Minimum)
1	Agricultural products namely fertilizer, grains and sugar	7 days	3 days	1 day	1 day	1 day
2	Petroleum products	3 days	3 days	1 day	1 day	1 day
	(a) Motor gasoline (MOGAS)					
	(b) Motor gasoline 95 RON and HOBC RON 97					
	(c) High Speed Diesel/Gasoil (HSD)					
	(d) Jet fuel/Aviation fuel					
	(e) Furnace oil (High Sulfur and low Sulfur furnace oil)					
	(f) Base oil(all groups)					
	(g) Additives chemicals and allied petrochemical products					
	(h) High Density Polyethylene(HDPE) (Blow grade/Injection grade)					
	(i) Any other petroleum product as advised by Petroleum Division					

3	Coal(sub-bituminous)	3 days	3 days	1 day	1 day	1 day
4	LNG and LPG	24 hours	8 hours	3 hours	4 hours	3 hours

STANDARD REQUEST FOR PROPOSAL

Procurement of Consultancy Services

(Time Based Contract)
For Assignments with Complex Terms of Reference (TORs)
(National and International Competitive Bidding)

Public Procurement Regulatory Authority

Pakistan

October, 2026

PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Regulatory Authority Ordinance, 2002; Public Procurement Rules, 2026 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule 34 of the Public Procurement Rules, 2026.

The SRFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This SRFP can be used by adopting Single Stage Two Envelope, Two Stage Two Envelope and Two stage Bidding Procedure with different selection methods including Quality- and Cost-Based Selection ("QCBS"), Quality-Based Selection ("QBS"), Selection under a Fixed Budget ("FBS"), and Least-Cost Based Selection ("LCS"). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment. The use of this SRFP is not required for selections of individual consultants based on the Qualification of Consultants.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

SUMMARY DESCRIPTION
STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Invitation for Proposal (IFP)

The attached template is the Invitation for Proposal for eligible Consultants willing to submit a proposal for a consulting assignment.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help consultants prepare their proposals.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms that are to be completed by the consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Evaluation Criteria and Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Standard Forms of Contract

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

PART I – Selection Procedures and Requirements

Section I. Procurement Notice

[*Insert Name of PA*]

[*Insert logo*]

Proposal No: ……..

for

[*Insert title or brief description of the consulting services*]

Date: ……..

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project.

2. The [*insert: name of PA]* now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.

3. This Request for Proposal (RFP) has been addressed to the short-listed Consultants: [*insert: List of Short-listed Consultants*]
   Or
   This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

5. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP.

6. Please submit your proposal on the following address [*insert address*] before the [Insert date and Time] through EPADS. Bids shall be opened on the same date [Insert time] through EPADS:

Yours sincerely,

[*Insert the title of the Principal Accounting Officer or Project Director or Project Manager*]

Section II. Instructions to Consultants and Data Sheet

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)(x) of the Public Procurement Rules, 2026.
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	4.1 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.
5 Documents Comprising the Proposal	5.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
6 **Only One**	6.1 The Consultant (including the individual members

Proposal	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 25 of this ITC.
a. Extension of Validity Period	7.4 If considered necessary, an extension in the bid validity can be made in accordance with Rule 37(3) of the Public Procurement Rules, 2026 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 Clarification 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 only. The Procuring Agency will respond to the same through EPADS. 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: i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through EPADS. ii. 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: 10.2 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. 10.3 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. 10.4 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. 10.5 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 before the submission deadline. 14.2 A Proposal submitted by a Joint Venture shall be submitted through EPADS 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, may be registered on the EPADS 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. 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 and time for the opening of the Financial Proposals. 17.2 The Financial Proposals shall be opened and evaluated through EPADS

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	**Quality and Cost Based Selection** 20.1 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. **Fixed-Budget Selection (FBS)** 20.2 In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected. 20.3 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. **Least-Cost Selection**. 20.4 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 to negotiate the Contract.
	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 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.
25 Mechanism of Blacklisting	25.1 The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and allied regulations.
26 Environmental objectives	26.1 As per Rule 64 of the Public Procurement Rules, 2026, 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

PROPOSAL DATA SHEET

ITC Clause Reference	A. General
1.1	**Name of the Procuring Agency:** _____ _____ **Method of selection**: _____ as per *Applicable Selection Technique i.e. Least Cost Basis Selection or Quality & Cost Based Selection.*
1.2	**A pre-proposal conference/meeting will be held**: Yes _____ or No _____ *[If "Yes", fill in the following:]* Date of pre-proposal conference/meeting: _____ Time: _____ Address: _____ Telephone: _____ E-mail: _____ Contact person: *[insert name and title]* _____
1.3	**The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: ____ *[list or state "N/A" if none]* _____ _____
	B. Preparation of Proposals
4.1	The **language of the Bid** is *[insert "English" or" any other language in case the Procuring Agency is in some other country].* All correspondence shall be in [*specify the language*.] The language for translation of supporting documents and printed literature is *[specify one language].*
6.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** Yes _____ or No_____

7.1	**Proposals shall be valid until** *[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals]*
9.1	**Clarifications may be requested no later than** [*insert number]* **days prior to the submission deadline.** The contact information for requesting clarifications is: _____ _____ E-mail: _____
10.1	*[If not used, state "Not applicable". If used, insert the following:* **Estimated input of Key Experts' time-input: _____person-months.** *[OR]* **Estimated total cost of the assignment:_____** *[Indicate only either time input (in person-month) or total cost, but not both!]*
10.2	*[If not used, state "Not applicable". If used, insert the following:* **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**. *]*
10.5	**A price adjustment provision applies to remuneration rates:** Yes _____ or No _____ *[Applies to all Time-Based contracts with a duration exceeding 18 months. [If "Yes", specify whether it applies to foreign and/or local inflation]*
12.1	*[If there is no tax exemption in the Procuring Agency's country, insert the*

	following: "**Information on the Consultant's tax obligations can be found** *[insert reference to the appropriate statutory clause or financial instrument]***.** "
13.1	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to one foreign currencies. **The Financial Proposal should state local costs in the Procuring Agency's country currency (local currency):** Yes_____ or No_____.
	C. Submission, Opening and Evaluation
14.1	**The Proposals must be submitted no later than:** **Date:** ____day/month/year *[for example, 15 January 2011]* **Time:** ____ *[insert time]*
18.1	For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.
19.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**:_____*[indicate local currency or fully convertible foreign currency]* **The official source of the selling (exchange) rate is**: _____ **The date of the exchange rate is:** _____ *[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of expiry of the proposal*

	validity specified in accordance with ITC- Data Sheet 12.1.]
20 (QCBS only)	**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. *[or replace with another inversely proportional formula]* **The weights given to the Technical (T) and Financial (P) Proposals are**: **T =** _____ [*Insert weight*], and **P =** _____[*Insert weight*] Proposals are 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) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
21.1	**Expected date and address for contract negotiations:** **Date**: _____ day/month/year *[for example, 15 January 2022]* **Address:** _____

Section III. Technical Proposal – Standard Forms

Form TECH-1

Technical Proposal Submission Form

{ Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed through EPADS" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal through EPADS.*"].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {*Insert a list with full name and the legal address of each member, and indicate the lead member*}. We have attached a copy {*insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement*"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {*Insert a list with full name and address of each Sub-consultant*.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with the requirement of ITC and Data Sheet]*.
(c) We have no conflict of interest.
(d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.*]*
(e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{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}

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)
CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *[.....]* years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

Duration	**Assignment name/& brief description of main deliverables/outputs**	**Name of Procuring Agency & Country of Assignment**	**Approx. Contract value (in US$ equivalent)/ Amount paid to your firm**	**Role on the Assignment**
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (in US$ equivalent)/ Amount paid to your firm	Role on the Assignment

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Form TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:*** "(including on the [environmental and] social aspects)" to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	6) delivery of final report to Procuring Agency}												
D-2	{e.g., Deliverable #2:.....}												

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...		Home	Field	Total
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*]	[2 month]	[1.0]	[1.0]						
			[*Field*]	[0.5 m]	[2.5]	[0]						
K-2												
K-3												
n												
								Subtotal				
NON-KEY EXPERTS												
N-1			[*Home*]									
			[*Field*]									
N-2												
n												
								Subtotal				
								Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

Full time input

Part time input



(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact info for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature
Date
Representative of the Consultant
(the same who signs the Proposal)

Section IV. Financial Proposal - Standard Forms

FORM FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1].*

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used}			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2, if used*}	{*Insert Foreign Currency # 3, if used*}	{*Insert Local Currency, if used and/or required (16.4 Data Sheet*}
Cost of the Financial Proposal				
Including:				
(1) **Remuneration**				
(2) **Reimbursable**				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN of Remuneration

A. Remuneration _____

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{*Currency # 1- as in FIN-2*}	{*Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	{*Local Currency- as in FIN-2}*
____	**Key Experts**							
K-1			[*Home*]					
____			[*Field*]					
K-2								
____								
____								
____								
____								
____								
____	**Non-Key Experts**							
N-1			[*Home*]					
N-2			[*Field*]					
____								
____								
____								
				Total Costs				

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Agency's personnel – if required in TOR}							
				Total Costs				

Legend:
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

1. : Bid Securing Declaration

Date: *[insert date (as day, month and year)]*
Proposal No.: *[insert number of Proposal process]*
Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

(a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
(b) Disagreement to arithmetical correction made to the Proposal price; or
(c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 SRFP Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Proposal for and on behalf of: *[insert **complete name of Service Provider**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate).

Section V. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel.

Section VI. Evaluation Criteria and Terms of Reference

Evaluation Criteria:

Sample Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals (if not already prequalified):

In case of such shortlisting or prequalification that contains the aspect of capacity and capability of the consultants, the Technical Proposal will contain the marking of only the Quality of Proposal (including Methodology, work plan, management approach, allocation of resources etc.) and Transfer of Knowledge aspects. The procuring agency shall provide marking slabs for all the categories.

Points:

(i) **General Experience of the Consultant** (i.e. Length of Incorporation as Company/firm or Registration/Licensing, General Assignments etc.) *[10]*

(ii) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[10]*

(ii) **Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Terms of Reference (TORs):** *[30]*

{Notes to Consultant: the Procuring Agency will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

(iii) **Key Experts' qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

a) Position K-1: [Team Leader]	*[Insert points]*
b) Position K-2: [Insert position title]	*[Insert points]*
c) Position K-3:[Insert position title]	*[Insert points]*

Total points for criterion (iii): *[30]*

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience): _____ *[insert weight between 10 and 20 %]*

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) *:* _____ *[insert weight between 60 and 80%]*

3)*[If relevant to the task, add the 3d sub-criterion:* Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): ____ *[insert weight between 0 and 10 %]*

Total weight: 100%

(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology): *[normally, not to exceed 10 points]*

Total points for criterion (iv): *[10]*

(v) **Participation by nationals among proposed Key Experts** *[10]*

[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]

Total points for the five criteria*:* **100**

The minimum technical score (St) required to pass is*:* ____*[insert number]*

Terms of Reference

[Sample outline:

1. ***Background _____***
2. ***Objective(s) of the Assignment _____***
3. ***Scope of Services, Tasks (Components) and Expected Deliverables***
   - *3.1 [indicate if downstream work is required]*
   - *3.3 [indicate if training is a specific component of the assignment]*
   - *3.4* ***[Note to Procuring Agency: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following (Modify as appropriate).]:***

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

(i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);

(ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) prevention and response action plan;

(iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with Environmental and Social Impact Assessment (ESIA), with Environmental and Social Management Plan (ESMP), consent/permits and other relevant project requirements;

(iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);

(v) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;

(vi) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;

(vii) review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;

(viii) undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;

(ix) establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.

[Include the following additional tasks if the Consultant is being employed for supervision of Works contract:

(x) carry-out the following activities consistent with the Works contract to be supervised including but not limited to the following:

(a) support the Works employer to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;

(b) monitor contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate contractual actions if non-compliance is identified, including upon identification of potential non-compliance by a dispute board;

(c) ensure that any allegation of SEA and/or SH that are received by the Consultant are documented , maintaining appropriate confidentiality, and promptly submitted to the Employer and the Contractor;

(d) prior to its engagement for the Works, verify that, a subcontractor not named in the contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-contractors;

(xi) [add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

5. Reporting Requirements and Time Schedule for Deliverables

[As a minimum, list the following:

(a) *format, frequency, and contents of reports;*

(b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies and dates of submission;*

(c) *persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:*

(e) Immediately notify the Procuring Agency of any failure by the Contractor to comply with its SEA and SH obligations;

(f) Immediately notify the Procuring Agency of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, The Consultant shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency;

(g) Immediately inform and share with the Procuring Agency notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;

6. Procuring Agency's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the Procuring Agency: _____ [list/specify]

(b) Professional and support counterpart personnel to be assigned by the Procuring Agency to the Consultant's team: _____ [list/specify]

7. Environmental and Social Policy:

[Note to Procuring Agency: for supervising infrastructure (such as Plant or Works) contracts:

The Procuring Agency should attach or refer to the Procuring Agency's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring Agency should use the following guidance in drafting an appropriate policy.

PART II Conditions of Contract and Contract Forms

Foreword

1. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Consultant and to be involved in the daily execution of the assignment.
2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

3.

General Conditions of the Contract

1. A. General Provisions

1. Definitions	a. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (b) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (c) **"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. (d) **"Consultant"** means an individual consultant or a consulting firm as the case may be; (e) **"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). (f) **"Day"** means calendar day unless indicated otherwise. (g) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (h) **"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. (i) **"Foreign Currency"** means any currency other than the Pakistani Rupees. (j) **"GCC"** means these General Conditions of Contract. (k) **"Government"** means the Government of Pakistan. (l) **"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. (m) **"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. (n) **"Local Currency"** means the currency of Pakistan (o) **"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. (p) **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them. (q) **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 (r) "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant. (s) "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP. (t) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (u) **"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. (v) "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. (w) **"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. (x) **"Third Party"** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant. (y) **TOR**s" 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	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

2. 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	a) **Definition** 17.1. 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. 17.2. 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. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. **b) No Breach of Contract** 17.4. 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. **c) Measures to be Taken** 17.5. 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. 17.6. 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.

	17.7. 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. 17.8. 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: (a) 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 (b) 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. 17.9. 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.
b. By the Consultant	19.1.3 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.
c. Cessation of Rights and Obligations	19.1.4 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.
d. Cessation of Services	19.1.5 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.
e.Payment upon Termination	19.1.6 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.

3. C. OBLIGATIONS OF THE CONSULTANT

20. General a. **Standard of Performance**	20.1 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. 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 20.3 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.
b. Law Applicable to Services	20.4 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.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 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. 21.1.2 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.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 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**.
c. Prohibition of	21.1.4 The Consultant shall not engage, and shall cause its Experts

Conflicting Activities	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.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 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.

4. 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	33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged

Sub-consultants	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.

5. 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: a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. b) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. c) 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. d) 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. e) 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. f) 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.

6. 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 thirty (30) 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.**

7. 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.

8. 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with …….. .**
4.1	**The language is:**_____ *[insert the language].*
6.1 and 6.2	**The addresses are:** Procuring Agency : Consultant :_____
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]*
9.1	**The Authorized Representatives are:** **For the Procuring Agency:***[name, title]*_____ **For the Consultant:** *[name, title]*_____
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]*
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be** _____ *[insert time period, e.g.: four months].*
13.1	**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.
14.1	**Expiration of Contract:** **The time period shall be** _____ *[insert time period, e.g.: twelve months].*
21 b.	**The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes_____ No _____

23.1	**No additional provisions.** *[OR:* The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Procuring Agency:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the** *[insert "***Applicable Law***", if it is the law of the Procuring Agency's country, or insert "***applicable law in the Procuring Agency's country***", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency's country].* *[[Notes to the Procuring Agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency to what was included in the issued RFP.*

24.1	**The insurance coverage against the risks shall be as follows:** *[Note: Delete what is not applicable except (a)].* **(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];* (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Agency's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"];* (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"];* (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	*[If applicable, insert any exceptions to proprietary rights provision_____]*
27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* *[***The Consultant shall not use these** *[insert what applies…… **documents and software… … ….]* **for purposes unrelated to this**

	Contract without the prior written approval of the Procuring Agency.] *OR* **[The Procuring Agency shall not use these** *[insert what applies…….**documents and software……..**]* **for purposes unrelated to this Contract without the prior written approval of the Consultant**.**]** *OR* ***[*Neither Party shall use these** *[insert what applies…….**documents and software……..]*** **for purposes unrelated to this Contract without the prior written approval of the other Party**.**]***
29. Code of Conduct	The Consultant is "required" / "not required" *[select option as applicable]* to have a Code of Conduct for Experts as per the policy of the Authority.
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.]***
36.1 (a) through (f)	*[List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]*
36.1(f)	*[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 36.1(f).]*
42.2	**The ceiling in foreign currency or currencies is:** _____ *[insert amount and currency for each currency] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **The ceiling in local currency is**: _____ *[insert amount and currency] [indicate:* **inclusive** *or* **exclusive**] **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Procuring Agency** *[insert as appropriate: "***for" or "to"***]* **the Consultant.**

	The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
43.3	**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: (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ {or $R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ } 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.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{\text{or} \quad R_l = R_{lo} \times \left[\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ \right]\}$$

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 Procuring Agency shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]

(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of

	payment on the date of the contract. *X* is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
44.1 and 44.2	**The Procuring Agency warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Agency shall pay the withholding tax or the Consultant has to pay, include the following:* "**the Procuring Agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,**" *OR* "**the Procuring Agency shall reimburse the Consultant, the Sub-consultants and the Experts**"*]* **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Agency's country, on the Consultant, the Sub-consultants and the Experts in respect of:** **(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring Agency's country), in connection with the carrying out of the Services;** **(b) any equipment, materials and supplies brought into the Procuring Agency's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;** **(d) any property brought into the Procuring Agency's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of**

	the Procuring Agency's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Agency's country, provided that: **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring Agency's country in importing property into the Procuring Agency's country; and** (ii) **if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Agency's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Procuring Agency's country, or (b) shall reimburse them to the Procuring Agency if they were paid by the Procuring Agency at the time the property in question was brought into the Procuring Agency's country.**
45.1	**The currency [currencies] of payment shall be the following:** *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]*
46.1(a)	*[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: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the

	advance payment.
46.1(b)	*[Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* **The Consultant shall submit to the Procuring Agency itemized statements at time intervals of** _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.].*
46.1(e)	**The accounts are:** for foreign currency: *[insert account].* for local currency: *[insert account].*
47.1	**The interest rate is**: *[insert rate].*
49.	*[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]* **Dispute Resolution** i. If 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 foregoing, any question regarding its existence, validity, termination and 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 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 EPADS. 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 Service Provider any monies due to the Service Provider. **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, or Managing Director, PPRA or Secretary Ministry of Law and Justice for appointment of sole arbitrator. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by appointing Authority, which shall be shared equally by both parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Authority and a Service Provider 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.

Section-VII STANDARD FORMS OF CONTRACT

Contract for Consultant's Services

Project Name _____

***[Loan/Credit/Grant]* No.** _____

Contract No. _____

between

_____

[Name of the Procuring Agency]

and

_____

[Name of the Consultant]

Dated: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

1. 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 (name of the JV) 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

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

(b) 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;

(c) 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:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract
   (b) The Special Conditions of Contract;
   (c) Appendices:
   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Remuneration Cost Estimates
   Appendix D: Reimbursable Cost Estimates
   Appendix E: 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]

I.Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Procuring Agency's country; entitlement, if any, to leave pay; public holidays in the Procuring Agency's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Agency has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

   "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Agency prior to the Contract's negotiations.

   Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. 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 statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this Contract."

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges [1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature Date

Name and Title: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

Appendix E - Form of Advance Payments Guarantee

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Procuring Agency]*

Date: _____*[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _*[month]*_____, *[year]*__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Standard Bidding Document
for
Procurement of Non-Consultancy Services

(National & International Competitive Bidding)

`



Public Procurement Regulatory Authority

Pakistan

October, 2026

PREFACE

Public procurement in Pakistan is governed by the Public Procurement Regulatory Framework, which comprises the Public Procurement Ordinance, 2002, the Public Procurement Rules, 2026, and associated Regulations.

To promote uniformity, transparency, and efficiency in procurement practices across the Federal procuring agencies, the Standard Bidding Document (SBD) for the Procurement of Non-Consultancy Services through EPADS has been developed. This document serves as a regulatory instrument under the authority of Section 27 of the PPRA Ordinance, 2002, read in conjunction with Rule 34 of the Public Procurement Rules, 2026, and holds the status of Regulations.

The SBD comprises both General Conditions and Specific Conditions of Contract. The Specific Conditions are designed to supplement the General Conditions and may be adapted or modified by procuring agencies to suit their specific procurement needs, while remaining within the bounds of applicable rules and regulations.

This document is regarded as a "live document" and will be periodically updated based on regulatory experience, ongoing monitoring of procurement practices, and constructive feedback from stakeholders, including procuring agencies, vendors, and the general public.

ACKNOWLEDGEMENT

Public Procurement Regulatory Authority (PPRA) extends its gratitude and acknowledges the guidance and support of Mr. Hasnat Ahmed Qureshi, Managing Director, PPRA for the development and finalization of this Document.

The Authority acknowledge the contribution of following officers of the Authority for development and finalization of this document:

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Approved By:	Mr. Hasnat Ahmed Qureshi, Managing Director PPRA

Standard Bidding Documents for Procurement of Non-Consultancy Services

SUMMARY

PART-A – BIDDING PROCEDURE & REQUIREMENTS
Section I - Procurement Notice
Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Bids Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II. This section may be customized in order to compliment the instructions, considering the requirements of the Procuring Agency.

Section IV -Eligible Countries

This Section contains information regarding eligible countries.

Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the Non-Consultancy Services to be procured and the Schedule of Requirements.

Section VI -Standard Forms

This Section includes the standard forms for the Bids Submission, Price Schedules, and Bids Security etc. These forms are to be completed and submitted by the Bidder as part of its Bids.

Section VII: Fraud & Corruption (As defined under Rule 2(x) of Public Procurement Rules, 2026**.)**

PART-B: PROCURING AGENCY'S REQUIREMENT
Section VIII - Activity Schedule

a. to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Non-consultancy Services executed

PART-C – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section IX - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. ***This Section contains provisions that are to be used without modifications.***

Section X - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section XI - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful Bidder shall be required to furnish Integrity Pact as per the attached format.

Annex-A - Guidance Notes on Price Adjustment for Non-Consulting Services.

PART-A: BIDDING PROCEDURE & REQUIREMENTS

SECTION I: PROCUREMENT NOTICE

PUBLIC PROCUREMENT REGULATO
AUTHORITY PAKISTAN
Procurement Notice (PN)

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The (*Insert Procuring agency Name*) has reserved Funds for the procurement planned for FY (*insert Financial Year*). The (*Insert Procuring agency Name)* intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the *"(insert title of the procurement).*

2. The (*Insert Procuring agency Name*) invites Bids through EPADS from eligible Bidders registered on EPADS for provision of Non-Consultancy Services PPRA Office. (I*nsert bidding procedure)* Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting (*Single Stage-One Envelope, Single Stage-Two Envelope, Two Stage or Two Stage-Two Envelope Procedure under Rules 26-28)* for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

3. All Bids must be accompanied by a Bid Security amounting to *(Insert form of Currency and Amount*) in the shape of Cheque / Bank Draft and pay order or Bid Securing Declaration on the prescribed format

4. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk).

5. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS on or before ([*insert time*], [*date*]). E-bids will be opened on the same day at (*mention bid opening time at least 30 minutes after bid closing time*). Manual submission of Bids shall not be entertained

6. In terms of Rules 65 of Public Procurement Rules, 2026, Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website (mention website) and also available on EPADS as well as Authority's website at (www.ppra.gov.pk).

(I*nsert Authorized person Name*)
(Designation)
Insert organization details

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids	1.1	The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through ePADS for the provision of Non-Consultancy Services as specified in **Section VIII**. The name, identification, and number of items/deliverables / lots (contracts) are specified in the **BDS**. (*insert bidding procedure e.g. SSOE or SSTE*) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds and Financial Year as referred in Section-I, Procurement Notice, Part-A, Bidding Procedure & Requirements.
3. Fraud & Corruption	3.1	As defined under Rule 2(x) of Public Procurement Rules, 2026.
4. Eligible Bidders		Save as otherwise provided in Rule 21 of Public Procurement Rules, 2026, a bidder is eligible to participate in a procurement process if the bidder: a) is not blacklisted by the Procuring Agency or cross-debarred by PPRA; b) is not blacklisted/debarred by any International Financial Institution where applicable
5. Qualification of the Bidder	5.1	All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document	6.1	The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include: **PART A - Bidding Procedure & Requirements** **Section-I** Invitation to Bid **Section-II** Instructions to Bidders (ITB) **Section-III** Bid Data Sheet (BDS) **Section-IV** Eligible Countries **Section-V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications. **Section VI** Bidding Forms

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	6.2	The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.
7. **Clarifications**	7.1	Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids. The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals. Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings. No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.
	7.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	7.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8.**
	7.4	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	7.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on

		EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8**.
7.6 Clarification of Bids	7.6	(i)To assist in the examination, evaluation and comparison of Bids of the Bidders, the Bid Evaluation Committee may, ask any Bidder for a clarification of its bid including breakdown of prices. (ii)The request for clarification and the response shall sought through EPADS. No change in the prices or substance of the Bids shall be sought, offered, or permitted. (iii) The alteration or modification of the bids which in any way affect the following parameters will be considered as a change in the substance of a Bids: (a) Evaluation & qualification criteria; (b) Required scope of work or specifications; (c) All securities requirements; (d) Tax requirements; (e) Terms and conditions of bidding documents; (f) Change in the ranking of the Bidder (iv) Material deviation
8. Amendment of Bidding documents	8.1	Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum/corrigendum.
	8.2	Any addendum/corrigendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	8.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

		Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.
C. Preparation of Bids		
9. Documents Constituting the Bids	9.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with **ITB 12 and 13;** b) Documentary evidence established in accordance with **ITB 10** that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with **ITB 11** that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 11.3** that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with **ITB 17;** and f) Any other document required in the **BDS**.
10. Documents Establishing Eligibility of the Services and Conformity to bidding documents	10.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	10.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.
11. Documents Establishing Eligibility and Qualification of the Bidder	11.1	Pursuant to **ITB 10,** the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	11.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in **Section-IV** titled as "Eligible Countries".
	11.3	The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that: a) the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**.

		b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.
12. Form of Bid	12.1	The bidder shall fill the Form of Bid furnished in the bidding documents. t.
13. Bids Prices	13.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	13.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	13.3	The Bid price to be quoted in the Forms of Bid in accordance with **ITB 13** shall be the total price of the bid, excluding any discounts offered.
	13.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	13.5	Unless otherwise "Price Adjustment" is permissible under "*Special Conditions of the Contract (SCC)*", prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive in this regard and shall be rejected pursuant to **ITB 31.** However, if price adjustment is allowed under "*Special Conditions of the Contract (SCC)*" the same shall be applicable in accordance with **ITB 14**.
	13.6	The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section VIII, Procuring Agency's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule
14. Price Adjustment	14.1	a) Unless otherwise specified in the **Bid Data Sheet** (**BDS**), the Contract Price shall remain fixed throughout the performance of the Contract and shall not be subject to adjustment. b) Price Adjustment/ escalation shall not be applicable on Non-Consultancy contracts (Civil, Mechanical and Electrical projects /contracts) having contract life less than **12 months** from the date of the signing of the contract. *c)* Where the Procuring Agency determines that price adjustment is justified due to the nature, duration or risk profile of the procurement, the Contract Price may be adjusted for fluctuations in

the cost of specified inputs in accordance with the provisions set forth in the **Special Conditions of Contract (SCC)**.

d) The Procuring Agency shall specify in the **BDS** and **SCC**:

i) the cost components subject to adjustment;
ii) the coefficient applicable to each component;
iii) the source publication or reference price for each component;
iv) the Base Date;
v) the corresponding base index or reference price; and
vi) the frequency and methodology for adjustment.

e) For procurements conducted through EPADS, No price adjustment shall be made for any component not expressly identified in the SCC.

f) This document will be applicable only for Price Adjustment in local currency (Pak. Rs.). Price Adjustment in foreign currency is not allowed.

[The formulae for price adjustment shall be of the following general type:]

$$Pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + \ldots\ldots\ldots\ldots$$

where,

"**P**n" is the Price Adjustment factor for the work carried out in the period "n".

"**A**" is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified in the Bid, representing the Non-Adjustable Portion of the Contract Price.

"**b**, **c**, **d**" are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract.

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.]

		and **A + b + c + d + ... = 1.00** The detailed coefficients, indices and sources shall be specified in the **SCC**.
	14.2	procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.
	14.3	procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that ITB clause 14.3 shall not be applicable in that case.
15. Bids Currencies	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **BDS**.
16. Bid Validity Period	16.1	Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
17. Bid Security or Bid Securing Declaration	17.1	Unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, in the amount and currency specified in the **BDS** or Bid Securing Declaration on the format provided in **Section VI (Bid Forms)** The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	17.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 17.5**
	17.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **17.5** are invoked.
	17.4	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 16.** The Procuring Agency shall make no claim to the amount of the

		Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.
	17.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a bidder: i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or ii) does not accept the correction of errors pursuant to **ITB 26;** or b) in the case of a successful bidder fails: i) to sign the contract in accordance with **ITB 39**; or ii) to furnish Performance Guarantee in accordance with **ITB 40.**
	17.6	The bid security shall be valid for a period specified in **BDS.** Bids with shorter bid security validity period shall be rejected straight away.
18. Alternative Bids by Bidders	18.1	Alternatives will not be considered, unless specifically allowed for in the **BDS**. When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, along with the method for their evaluation described in Procuring Agency's Requirements specified in Section VIII Activity Schedule.
	18.2	When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.
19. Withdrawal, Substitution, and Modification of Bids		Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids	20.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.

D. Submission of Bids

21. Submission of Bids through EPADS before deadline	21.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	21.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening of Bids	22.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	22.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.
	22.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**
	22.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
	22.5	If the volume of procurement for non-consulting services exceeds five hundred million rupees, the procuring agency shall live broadcast the opening of bid process on their respective website or digital channels.
23. Confidentiality	23.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

	23.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
24. Preliminary Examination of Bids	24.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: a) meets the eligibility criteria defined in **ITB 4**; b) has been prepared as per the format and contents defined by the procuring agency in the bidding document; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the bidding document.
	24.2	The procuring agency will confirm that the documents and information specified under **ITB 11, 12 and 13** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	24.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
25. Examination of Terms and Conditions, Technical Evaluation	25.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 24,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.
	25.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 24,** it shall reject the bids.
26. Correction of Errors	26.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

		c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	26.2	The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**
27. Conversion to Single Currency	27.1	As per Rule 42(2) of Public Procurement Rules, 2026.
28. Evaluation of Bids	28.1	The procuring agency shall evaluate bids in accordance with Rules 41 and 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24.**
	28.2	In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	28.3	**In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be lower than the original financial bids.**
	28.4	The Procuring agency/Procuring Agency's evaluation of a bid will take into account: a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively; b) price adjustment for correction of arithmetic errors in accordance with **ITB 26;** converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;
	28.5	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	28.6	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the

		methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**
29. Determination of Successful Bidder.	29.1	Selection technique will be adopted for determining the Successful Bidder in accordance with the criteria referred in the **BDS** or prescribed in **Section V** "Evaluation Criteria".
30. Abnormally Low Financial Bids	30.1	Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price. A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency – (a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and (b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.
31. Rejection of Bids	31.1	As per Rule 45 of Public Procurement Rules, 2026
32. Cancellation of procurement	32.1	As per Rule 46 of Public Procurement Rules, 2026
33. Single Responsive Bid	33.1	The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.
34. Arbitration Clause	34.1	In accordance with Rule 66 of Public Procurement Rules, 2026, the procuring agency shall provide for a method of arbitration in the procurement contract, not inconsistent with the laws of Pakistan.

F. Award of Contract

35. Criteria of Award	35.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bidder.
36. Procuring Agency's Right to reject All Bids	36.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	36.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
37. Procuring Agency's Right to Vary Quantities at the Time of Award	37.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
38. Notification of Award	38.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	38.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	38.3	The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 40** and signing of the contract in accordance with **ITB 39.**
39. Signing of Contract	39.1	Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

40. Performance Guarantee	40.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	40.2	Failure of the successful bidder to comply with the requirement of **ITB 40.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.
41. Advance Payment	41.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
42. Arbitration	42.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
43. Corrupt & Fraudulent Practices	43.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

44. Constitution of Grievance Redressal	44.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
45. GRC Procedure	45.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance Regulations, 2021

H. Blacklisting/ Debarment

46. Procedure for Blacklisting/Debarment	46.1	The procuring agency may initiate blacklisting proceedings against Service Provider in accordance with Rule-25 of the Public Procurement Rules, 2026.

I. Cost of Bidding and Site visits

47. Cost of Bidding	47.1	Any cost incurred by the bidder relating to the preparation and submission of its bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
48. Site visits	48.1	The bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

J. Domestic Preference

49. Domestic Preference	49.1	The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

K. Negotiation

50. Domestic Preference	50.1	The procuring agency shall not engage in negotiations with respect to scope and price. The procuring agency may negotiate with the Successful Bidder with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

SECTION III: BIDS DATA SHEET (BDS)

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-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. Introduction
1.	**1.1**	Name of Procuring Agency: …….... The subject of procurement is: ……. Period for Provision of Services: (*insert contract duration)* Expected commencement date for Provision of Non-Consultancy Services:
2.	**2.1**	Financial year for the operations of the Procuring Agency: FY _____, Identification Number:
		B. Bidding documents
3.	**7.1**	The Bidders may seek clarifications through EPADS
4.	**7.5**	Pre-bid meeting shall be convened on [date, time and physical venue / digital platform].
5.	**8.2**	Any addendum, in case issued, shall be published on [Name of procuring agency] website [weblink] and on EPADS.
6.	**9.1**	Following documents shall be submitted along with bidding documents: a) b) c) *Procuring agency is required to list down the details of the additional documents required for the subject procurement.*
7.	**11.3**	The qualification criteria to establish the supply / production capability of the bidder. *Procuring agency is required to specify the desired qualification criteria considering procurement requirements.*
		C. Preparation of Bids
8.	**13.5**	The price shall be fixed.
9.	**15.1**	Currency of the Bids shall be (specify currency)…….
10.	**16.1**	The Bid Validity period shall be ……

11.	**17.1**	The amount of Bid Security shall be [……} PKR.
12.	**17.1**	The Bid Security shall be in the form of: …….
13.	**17.6**	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
14.	**18.1**	Alternative Bids to the requirements of the bidding documents will be permitted / not permitted *(procuring agency to determine the appropriate option).*
15.	**9.1**	Pursuant to ITB 9.1 the Bidder shall submit the following additional documents in the Technical Part of its Bid: *[list any additional document not already listed that must be submitted with the Bid The list of additional documents shall include the following:]* Code of Conduct for Service Provider's Personnel The Bidder shall submit its Code of Conduct that will apply to the Service Provider's Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Procuring Agency's country where the Services are required, to ensure compliance with the Service Provider's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section VI. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
16.	**14.1**	Pursuant to **ITB 14.1** Price Adjustment Applicable: ☐ No ☐ Yes If "Yes", the following shall apply: A. General Information Contract Duration: _____ Months Base Date: _____ Frequency of Adjustment:

		☐ Monthly ☐ Quarterly ☐ Other: (Upon issuance of each Interim Payment Certificate) B. Adjustable Cost Components **Cost Component** / **Coefficient** / **Index/Reference Source** / **Base Value** Non-adjustable Portion (A) ____ N/A N/A Component 1 ____ ____ ____ Component 2 ____ ____ ____ Component 3 ____ ____ ____ Additional Components (if any) ____ ____ ____ Total Coefficients = 1.00 C. Approved Sources The Procuring Agency may utilize officially published indices or reference prices including but not limited to: (a) Pakistan Bureau of Statistics (PBS); (b) Oil and Gas Regulatory Authority (OGRA); (c) State Bank of Pakistan published reference data; (d) Relevant Government Departments; (e) Other sources specifically identified in the SCC. For procurements conducted through EPADS, the above information shall be entered electronically and automatically incorporated into the resulting Contract.

D. Submission of Bids

17.	**21.1**	Bid shall be submitted online on EPADS . Bids that are not submitted on EPADS shall be disqualified. The deadline for Bids submission is a) Day : b) Date: c) Time: …….

E. Opening and Evaluation of Bids

<table>
<tr><td>18.</td><td>22.1</td><td>The Bids opening shall take place at: …….
Day:
Date:
Time : ..:.. am/pm
Provided that the procuring agency in compliance with Rule 40(5) of Public Procurement Rules, 2026 shall live broadcast the opening of bids process on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services. :</td></tr>
<tr><td>19.</td><td>22,23,24,25 ,26, 27 & 28</td><td>Bids shall be evaluated in accordance with the method and procedure prescribed under Section-V of bidding document.</td></tr>
<tr><td>20.</td><td>37.1</td><td>Procuring agency may increase or decrease the quantity up to (specify the percentage)
(It should not be more/less than 15% of the quantity specified in the bidding document).</td></tr>
<tr><td>21.</td><td>28</td><td>The weighting to be given for Rated Criteria (including technical and non-price factors) is: [enter %]
[The weighting for Rated Criteria (including technical and non-price factors) to be applied, shall be determined based on the following ranges according to the contract placement within the risk and cost matrix:
a. High/Substantial Procurement Risk and High Value between 50% to 80%
b. High/Substantial Procurement Risk and Low Value between 60% to 100%
c. Moderate/Low Procurement Risk and High Value between 10% to 40%
d. Moderate/Low Procurement Risk and Low Value between 20% to 30%].
The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are:
[If the contract has been assessed to present potential or actual cyber security risks, the method statement technical factor must also include proposed cyber security risks management plan.]
<table>
<tr><th>Technical Factor</th><th>weight in percentage</th></tr>
</table>
</td></tr>
</table>

			[insert weight in %]
		1. to what extent the proposed Works exceed specified performance requirements	
		2. Method Statement;	
		3. Work Plan	
		4. Organization for executing the Services, team composition, qualifications and experience of Service Provider's Personnel	
		5. Code of Conduct	
		6. Management strategies and implementation plans (MSIPs) for Environmental objective and Socio-economic development as per *[as applicable in accordance with BDS ITB 38 & 39)]*	
		7. Key Equipment Strategy	
		[The above are proposed headings. Expand as appropriate to enable evaluation. Modify and/or add any other factors as appropriate]	
F. Evaluation of Combined Technical and Financial Parts and Successful Bid			
22.	**28**	The weight to be given for cost is: _____ *[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one).]*	
G. Award of Contract			
23.	**40.1**	The Performance guarantee shall be …….. percent of the Contract Price The Performance Guarantee shall be acceptable in the form of …….. only-	
24.	**42.1**	Arbitrator shall be appointed by mutual consent of the both parties.	
H . Review of Procurement Decisions			
25.	**45.1**	Grievance shall be submitted on the dedicated module of EPADS	

SECTION IV: ELIGIBLE COUNTRIES

As per Rule 35 of Public Procurement Rules, 2026.

SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS

(The evaluation methodology shall be selected by the Procuring Agency in accordance with Rules 41 and 42 of Public Procurement Rules, 2026 and the procurement procedure adopted under Rules 26-28 of Public Procurement Rules, 2026.)

Evaluation Criteria

Procuring agency may insert Evaluation criteria in accordance with the procurement requirement.
Proposed parameters may be provided for the convenience of the procuring agency.

(The evaluation methodology shall be selected by the Procuring Agency in accordance with Rules 41 and 42 of Public Procurement Rules, 2026 and the procurement procedure adopted under Rules 26-28 of Public Procurement Rules, 2026.)

*(***For complex Non-Consultancy Services, the Procuring Agency may use rated (Quality + Cost) criteria on the analogy of Quality & Cost Based Selection (QCBS) Method provided under Procurement of Consultancy Services, 2010.**)

Schedule of Requirements

Insert Schedule of requirement

Scope of Work

Provide Scope of Work and Terms of Reference

SECTION VI: BIDS FORMS

Bids Forms
Bids Submission Sheet

Date: _

Contract No.: _____

To: __

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding document, including Addenda No.:_____;

(b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____;

(c) Our Bids shall be valid for a period of_____days from the date fixed for the Bids submission deadline in accordance with the bidding document, andit shall remain binding upon us and may be accepted at any time before the expiration ofthat period;

(d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of___ Percent of the Contract Price for the due performance of the Contract;

(e) The rates quoted by us are fixed and valid for _____ and binding upon us for the entire period of the contract and period of extension.

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;

(g) Our firm, its affiliates or subsidiaries, including any subService Providers or Service Providers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bids for and on behalf of _____

_____

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Procuring agency]*

Date: *[insert date]*

Bid Security No.: *[insert number]*

We have been informed that ***[insert name of the Service provider]*** (hereinafter called "the Service Provider") has submitted to you its Bids dated ***[insert date]*** (hereinafter called "the Bids") for the execution of ***[insert name of contract]***.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Biddeer, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider :

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or

(b) having been notified of the acceptance of its Bid by the *Procuring agency* during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date_____

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*
No.: *[number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or

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

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

Name of the Bidder*_____

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____,
_____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Service Provider/Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority],* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35.**

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Service Provider

QUALIFICATION INFRORMATION FORM

Bidder's name [insert full name]
In case of Joint Venture (JV), name of each member: [insert full name of each member in JV]
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation: [indicate year of Constitution]
Bidder's legal address [in country of registration]: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.
In case of JV, letter of intent to form JV or JV agreement, in accordance with the ITBs

Note: The procuring agency may insert in this section additional form in accordance with their requirements.

Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in BDS and or Section V "Specifications" and Section VIII "Activity Schedule" provided for under Part B – Procuring Agency's Requirement.

Method Statement

The Bidder shall submit its method statement for the Services to be provided.
*[**Note to the Procuring Agency**: Include the following if applicable in accordance with the Bid Data Sheet ; modify as appropriate]*
In developing these strategies and plans, the Bidder shall have regard to the provisions of the contract including those as may be more fully described in the Procuring Agency's Requirements in Section V.]
*[In addition to submitting the **required** Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VIII- "Activity Schedule" (Procuring Agency's Requirements) would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*
*[**Note to the Bidder**: If required, also include proposed method statement to manage cyber security risks.]*

Code of Conduct for Service Provider's Personnel Form (ES)

***Note to the Procuring Agency**:*

***The following minimum requirements shall not be modified**. The Procuring Agency may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Procuring Agency shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid

CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Procuring Agency*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Procuring Agency's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Procuring Agency**: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Procuring Agency**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each SubService Provider, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Agency's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Agency's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Procuring Agency's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Procuring Agency, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name] Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

Work Plan

Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in Section-V Schedule of Requirements)

Financial Bids Forms

Financial Bids Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the non-consultancy Services s for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all applicable taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail:_____

Price Schedule

Name of Bidder_____.

S.No	Name and location of Office	Estimated Quantity of services required	Monthly Rate per staff (with all applicable taxes, EOBI charges and Social Security Charges etc. & as per Schedule of requirements)	Amount of total quantity Per Annum
1.				

Note:

i) The price quoted shall be DDP in Pak Rupees i.e. inclusive of all applicable taxes.

ii) The number of staff and quantum of services can be increased / decreased and the cost of increase / decrease will be adjusted accordingly. The Maximum Increase or Decrease shall not be more than one (01) number of Janitorial staff at the time of signing of contract.

iii) Please indicate the cost of each staff separately.

Total Amount of bid Per Annum in Figures----------

Total Amount of bid Per Annum in Words----------

Signatures of authorized person:----------

Section VII: FRAUD & CORRUPTION

As defined in Rule 2(x) of Public Procurement Rules, 2026.

PART-B: PROCURING AGENCY'S REQUIREMENT

Section VIII: ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

(a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Non-consultancy Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Agency of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

(a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.

(b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

NOTE:

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Agency or the person drafting the bidding document. They should not be included in the final documents.

Performance Specifications and Drawings

(**Describe Outputs and Performances, rather than Inputs, wherever possible**)

Notes on Specifications

A set of precise and clear specifications in accordance with Rule 17 of Public Procurement Rules, 2026 is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Agency. In the context of international competitive Bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. Most specifications are normally written specially by the Procuring Agency to suit the Contract in hand. Although there is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

The strategic procurement requirements shall be specified to enable evaluation of such requirements. The requirements should be consistent with the objectives of the contract; (examples of such broad areas ***to be detailed as appropriate*** *may include, but not limited to, energy efficiency, emission reduction, waste minimization, other methods for minimizing the carbon impact in the execution of the services and/or the completed services etc.) To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer services that exceed the specified minimum sustainable procurement requirements.*

The following clause may be inserted in the Special Conditions or Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Agency or the person drafting the bidding document.

PART-C: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section IX: GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of the Contract

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time; (b) "The Contract" means an agreement enforceable by law; (c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations; (d) "The Services" means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider's Bid; (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract; (f) "GCC" means the General Conditions of Contract containedin this section; (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; (h) "Day" means calendar day unless indicated otherwise; (i) "Effective Date" means the date on which this Contract comes into force and effect; (j) "The Service Provider" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications; (l) "Government" means the Government of Pakistan; (m) "Local Currency" means the currency of Pakistan; (n) "In Writing" means communicated in written form with proof of receipt;

	(o) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency; (p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency; (q) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them; (r) "Service" means any object of procurement other than goods or works; (s) "Sub-Service Provider" means any entity to which the Bidder subcontracts any part of the Services. (t) "call off order" means an order placed by a procuring agency under general terms and pricing on a range of goods, works or services under closed framework agreement, without resorting to negotiating terms every time; (u) "closed framework agreement" means an agreement with specified terms and conditions with an agreed price; (v) "EPADS" means E-Pak Acquisition and Disposal System, a digital system developed and enforced by the Authority to manage and administer the process of procurement; (w) "framework agreement" means a contractual arrangement which allows a procuring agency to procure goods or services that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders; (x) "GRC" means Grievance Redressal Committee constituted under rule 65 of Public Procurement Rules, 2026 for the Redressal of Grievances; (y) "Ordinance" means the Public Procurement Regulatory Authority Ordinance, 2002 (XXII of 2002);
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.
	2.2 The General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Providerand 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.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been

	made when delivered in person to an 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 address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**
6.Authorized Representatives / Authority of Member in charge	6.1 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 Service Provider may be taken or executed by the officials specified in the **SCC**.
7. Taxes and duties	7.1 The Service Provider shall be responsible for payment of all taxes, duties, levies and fees applicable to the Services under the Contract.
8. Intended completion date	8.1 If the Service Provider fails to provide the Services within the contractual timelines, liquidated damages shall apply.
9. Entering into Subcontract	The Service Provider shall consult the procuring agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Service Provider's obligations.
10. Assistance and Exemption	The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance as specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

11. Effectiveness of Contract	11.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**
12. Commencement of Services	12.1 The Service Provider 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.**
13. Program schedule	13.1 Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
14. Starting Date/Expiration Date	14.1 The Service Provider shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

	14.2 Unless terminated earlier pursuant to Clause **GCC 14** 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. Modification	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 modification(s) or variation(s) made by the other Party. 16.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
17. Force Majeure	17.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Service Provider and which makes a Service Provider's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 17.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 17.3 **Extension of Time** Any period within which a Service Provider 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. 17.4 **Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
18. Termination	18.1 **By the Procuring Agency**

	The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Service Provider becomes (or, if the Service Provider 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 Service Provider fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; 18.2 **By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) calendar 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 Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue; (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.

C. Obligations of the Service Provider

19. General	19.1 **Standard of Performance**

	i. The Service Provider 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 Service Provider 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; ii. The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services. 19.2 **Law Applicable to Services** The Service Provider 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-Bidders, comply with the Applicable Law.
20. Conflict of Interests	20.1 **Service Provider Not to Benefit from Commissions and Discounts** The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional remuneration. 20.2 **Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. 20.3 **Prohibition of Conflicting Activities** Neither the Bidder (Service Provider) nor its Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

	(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Sub-Service Providers shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the **SCC.**
21. Insurance to be Taken Out by the Service Provider	21.1 The Service Provider(a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', 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, as shall be specified in the **SCC**; and (b) 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 have been paid.
22. Service Provider's Actions Requiring Procuring Agency's Prior Approval	22.1 The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Service Provider; (b) changing the Program of activities; and (c) any other action that may be specified in the **SCC.**
23. Reporting Obligations	23.1 The Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
24. Liquidated Damages	24.1 **Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities. 24.2 **Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any

	overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.** 24.3 **Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Service Provider
25. Performance Guarantee	25.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.** 25.2 The proceeds of the Performance Guarantee shall be payable to theProcuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. 25.2 The Performance Guarantee shall be denominated in the currency ofthe Contract or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**. 25.3 The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
26. Sustainable Procurement	26.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Service Provider's Personnel

27. Description of Personnel	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

28. Removal and / or Replacement of Personnel	28.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications. 28.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 28.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

29. Change in the Applicable Law	29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**
30. Services and Facilities	30.1 The Procuring Agency shall make available to the Service Provider 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, at the times and in the manner specified in the Terms of Reference. 30.2 In case that such services, facilities and property shall not be made available to the Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof.

F. Payments to the Service Provider

31. Contract Price	31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

	31.2 Where specified in the **SCC**, the Contract Price shall be adjusted for fluctuations in the cost of specified inputs in accordance with the adjustment methodology prescribed in the SCC. 31.3 The Service Provider shall not be entitled to any adjustment except in accordance with the Contract. 31.4 The Procuring Agency shall calculate and certify any adjustment through the Contract administration procedures prescribed in the Contract and, where applicable, through EPADS.
32. Terms and Conditions of Payment	32.1 Payments will be made to the Service Provider according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Service Provider. 32.2 Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
33. Quality Control Identifying Defects	33.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.
34. Correction of Defects, and Lack of Performance Penalty	34.1 The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 34.2 Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 34.3 If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance.

35. Settlement of Disputes Amicable Settlement	35.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
36. Dispute Settlement	**Arbitration** 36.1 If 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 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. 36.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 36.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 36.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Service Provider any undisputed amounts due under the Contract during the resolution of any dispute.

Section X: SPECIAL CONDITIONS OF CONTRACT (SCC)

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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 General 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
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: The Service Provider/ Service Provider: [Name, address and telephone number]. The Service Provider/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: ……..** **Designation: ……..** **Address: ……..** **For the Service Provider:** **Name: ……..** **Designation: ……..** **Address: ……..**
GCC 11	**Effectiveness of the contract** The Service Provider/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties
GCC 12	**Commencement of Services:** The Service Provider/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 14.2	**Expiration of Contract:** The time period shall be …….

GCC 18	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 20	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 20**.**
GCC 24	**Liquidated Damages:** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 25	**Performance Guarantee:** The amount of performance guarantee shall be (*insert percentage not exceeding 10% of the contract price*) in the form (*insert acceptable form)* in favor of the (*insert details).*
GCC 31	**Payment terms:** Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided. *Procuring agency may insert any specific payment terms as per their requirements;* **Price Adjustment:** **Pursuant to ITB 14.1, BDS 16 and GCC 31** If Price Adjustment is applicable only then choose: Price Adjustment Applicable: Yes Base Date: 28 days prior to the deadline for submission of bids. Adjustment Frequency: Quarterly Adjustment Formula: Pn = A + b(Ln/Lo) + c(Fn/Fo) + d(Mn/Mo)

	Where: A = 0.20 b (Labour) = 0.55 c (Fuel) = 0.15 d (Materials) = 0.10 Approved Indices: Labour: Pakistan Bureau of Statistics Wage Rate Index Fuel: OGRA High Speed Diesel Reference Price Materials: Pakistan Bureau of Statistics Wholesale Price Index The sum of coefficients (A+b+c+d…) shall be equal to 1.00 Current index values applicable to each adjustment period shall be obtained from the relevant published source and recorded in EPADS for audit and payment purposes. No adjustment shall be made for any cost component not expressly identified herein.
GCC 33	**Identifying Defects:** The procuring agency reserves the right at any time to inspect the premises of the Service Provider to inspect arrangements for the services and monitor the services being provided.
GCC 36	**Guidance for Dispute Resolution:** i. If 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 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 Service Provider any monies due to the Service Provider. **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 Service Provider 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.

Section XI: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between *Insert the name of the Procuring agency* (hereinafter called "the Procuring Agency") of the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-Consultancy Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

    (a) This form of Contract;
    (b) the Form of Bids and the Price Schedule submitted by the Service Provider;
    (c) the Schedule of Requirements;
    (d) the Technical Specifications;
    (e) the Special Conditions of Contract;
    (f) the General Conditions of the Contract;
    (g) the Procuring Agency's Letter of Acceptance; and
    (h) [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Non-Consultancy Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Non-Consultancy Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:
……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Service Provider:
……

Performance Guarantee Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services *(*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 Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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}

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SERVICE PROVIDERS / CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

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

[Name of Service Provider] 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 Service Provider] 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 Service Provider] 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 Service Provider] 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.

_____	_____
[Service Provider]	[Buyer/Procuring Agency]

Annex-A "Guidance Notes On Price Adjustment For Non-Consulting Services"

ANNEX-A

Guidance Notes on Price Adjustment for Non-Consulting Services

(For Guidance Only – Does Not Form Part of the Contract)

A. Purpose:

Price Adjustment is a contractual mechanism used to account for significant fluctuations in the cost of specified inputs during the performance of long-term contracts. Its purpose is to ensure fairness to both the Procuring Agency and the Service Provider where changes in market conditions materially affect the cost of providing the Services.

Price Adjustment should generally be considered for contracts exceeding twelve (12) months in duration or where substantial fluctuations in labour, fuel, materials, utilities or other major cost components are reasonably foreseeable.

B. General Principle:

Price Adjustment does not apply to the entire Contract Price. It applies only to those cost components identified by the Procuring Agency as being susceptible to market fluctuations.

The Procuring Agency shall determine:

a) the cost components subject to adjustment;
b) the coefficient (weightage) assigned to each component; and
c) the applicable index or reference source for measuring changes in the cost of that component.

C. Determination of Coefficients:

Coefficients represent the estimated share of each cost component in the total Contract Price. The sum of all coefficients, including the non-adjustable portion, shall equal 1.00.

Illustrative Example (Such as Hiring of Security Guards):

Estimated Contract Price: **PKR 1,000,000**

Cost Component	Estimated Cost (PKR)	Coefficient
Labour	850,000	0.85
Fuel	50,000	0.05
Non-Adjustable Portion (Administration, Profit, Overheads, etc.)	100,000	0.10
Total	1,000,000	1.00

The above coefficients are illustrative only. Procuring Agencies may determine coefficients based on their own cost estimates, market analysis, historical contract data or industry practice.

D. Selection of Indices

Indices or reference prices are used to measure changes in the cost of adjustable components during contract execution.

Illustrative examples are provided below:

Cost Component	Possible Source
Labour	Pakistan Bureau of Statistics (PBS) Wage Rate Index or other relevant labour index
Fuel	Oil and Gas Regulatory Authority (OGRA) notified fuel prices
Materials	PBS Wholesale Price Index (WPI) or other relevant index
Utilities	Relevant Government tariff notifications
Equipment	Relevant published industry index or reference price

The Procuring Agency shall identify the applicable source in the Bid Data Sheet and Special Conditions of Contract.

E. Illustrative Calculation

Assume the following:

A (Non-adjustable portion) = 0.10

b (Labour coefficient) = 0.85

c (Fuel coefficient) = 0.05

Base Labour Index (Lo) = 100

Current Labour Index (Ln) = 120

Base Fuel Index (Fo) = 100

Current Fuel Index (Fn) = 115

Price Adjustment Formula:

$Pn = A + b(Ln/Lo) + c(Fn/Fo)$

Substituting the values:

$Pn = 0.10 + 0.85(120/100) + 0.05(115/100)$

$Pn = 0.10 + 1.02 + 0.0575$

$Pn = 1.1775$

Price Adjustment Factor = 1.1775

If the payment due for the relevant period is PKR 250,000:

Adjusted Payment = 250,000 × 1.1775

Adjusted Payment = PKR 294,375

Therefore, the adjustment payable for the period shall be PKR 44,375.

F. Illustrative Cost Structures for Common Non-Consulting Services

The following examples are indicative only and shall not be construed as mandatory:

Type of Service	Labour	Fuel	Materials/Equipment	Non-Adjustable Portion
Security Services	75–90%	0–10%	0–5%	10–15%
Cleaning Services	60–80%	0–5%	10–30%	10–15%
Transport Services	20–40%	30–60%	10–30%	10–15%
Waste Management Services	30–50%	20–40%	10–30%	10–15%
Facility Management Services	40–70%	5–20%	10–30%	10–15%

G. Use in EPADS

Where procurement is conducted through EPADS, Procuring Agencies may be required to enter:

(a) Adjustable Cost Components;

(b) Coefficients;

(c) Index Sources;

(d) Base Index Values; and

(e) Base Date.

During contract administration, current index values may be recorded in EPADS for the relevant adjustment period and the system may automatically calculate the applicable Price Adjustment Factor and maintain an electronic audit trail.

H. Disclaimer

This Annex is intended solely to facilitate understanding and implementation of Price Adjustment provisions. It does not create contractual rights or obligations and shall not prevail over the provisions of the Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, or the Contract Agreement.

DRAFT STANDARD BIDDING DOCUMENT

FOR

DISPOSAL OF PUBLIC ASSETS
(National/International Competitive Bidding)

Public Procurement Regulatory Authority Pakistan

JUNE 2026

ACKNOWLEDGEMENT

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Summary:

The following briefly describes the Sections of the Bid Document of which the PA is expected to issue to Bidders for Disposal of Public Assets.

PART 1 – BIDING PROCEDURES

Section I. Invitation for Bid (IFB)

This section provides relevant information that enables potential Bidders to decide whether or not to participate in the Biding process. The Invitation for Bids (IFB) shall include specific details such as the name of the PA, the assets to be disposed and deadline for Bid submission. Likewise, information on how the Biding documents are to be obtained by prospective Bidders and the eligibility requirements by Bidders should be furnished in the IFT. The final document should contain neither blank spaces nor options. The Invitation for Bids will cease to have effect once a Prospective has accessed Bidder has accessed the Biding Document.

Section II Instructions to Bidders (ITB)

This section provides information to help Bidders to prepare responsive Bids. It provides information on constituent of the Bid document, preparation and submission of Bids, opening and evaluation of Bids, the award of contract and on submitting complaints regarding the Bid process. **The section contains provisions that are to be used without modification.** The Instructions to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.

The section contains provisions that are to be used without modification. PAs are not expected to reproduce this Section, instead Bidders will be asked to refer to this Section in the Standard Bid Document for Disposal of Public Assets by Bid.

Section III. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section II (Instructions to Bidders). Amendments, if any, to the **ITB** should be made through the BDS. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the BDS should be filled out by the PA prior to issuance of the Biding documents. **No entry should be made in the BDS if it is not cross referenced in the ITB.**

Section IV. Qualification and Evaluation Criteria

This Section specifies the criteria to be used in the evaluation of Bids to determine the qualifications of the Bidder to perform the contract.

Section V. Biding Forms

This Section includes the forms for the Bid Submission as well as the Earnest Money, to be completed and submitted by the Bidder as part of its Bid. This section also contains

the undertaking to be made by each Bidder on anti-bribery policy/code of conduct and compliance program.

Section VI. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – PROCURING AGENCY'S REQUIREMENTS

Section VII. Description of assets

This section contains the description of the asset(s) to be disposed which shall be provided by the Procuring agency prior to the issuance of the documents.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied to all contracts. The General Conditions of Contract (GCC) form a complete document expressing all the rights and obligations of the parties during the execution of the contract. **The text of the clauses in this Section shall not be modified.**

The section contains provisions that are to be used without modification. PAs are not expected to reproduce this Section, instead Bidders will be asked to refer to this Section in the Standard Bid Document for Disposal of Public Assets by Bid.

Section IX. Special Conditions of Contract (SCC)

This section contains information specific to each contract that modify or supplement Section VIII – General Conditions of Contract. All italicized spaces in the SCC should be filled out by the PA prior to issuance of the Biding documents. **No entry should be made in the SCC if it is not cross referenced in the GCC**.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The Earnest Money form shall be completed and submitted by the successful Bidder before the contract is signed and where advance payment is required, Advance Payment Security shall be completed and submitted. It also contains the Letter of Intention to Award the Contract, which is not part of the contract forms.

The section contains Forms that are to be used without modification. PAs are not expected to reproduce this Section, instead Bidders will be asked to refer to this Section in the Standard Bid Document for Disposal of Public Assets by bidding/open competition

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PART 1 – BIDING PROCEDURES

SECTION I: INVITATION FOR BIDS

[*Insert Logo*]

[*Insert Name of Procuring Agency*]

Bid No ……

for

[*Insert title or brief description of the assets*]

Invitation for Bids

Date: …….

1. The [*insert name of Procuring Agency*] intends to dispose [*insert the description of asset(s)*]. The [*insert description of asset(s)*] are disposed on "as is, where is" basis and the procuring Agency shall have no further liability after sale.

2. The [insert name of procuring Agency] now invites Bids for the Dispose of [insert description of asset(s)].

3. Biding will be conducted through the [insert method of disposal] procedures specified in Disposal of Public Asset Regulations, 2026 and is open to all Bidders as defined in the Regulations.

4. Interested Bidders may inspect the [insert description of asset(s)] at [insert location for inspection] on [insert date(s) for inspection] from [insert hours for inspection].

5. Interested eligible Bidders may obtain further information by accessing the Biding Documents through EPADS.

6. Bidders are required to register and pay Bid participation fee as required through EPADS to be able to participate in this Bidding process.

7. All Bids shall be accompanied by a Earnest Money [if Earnest Money is required] in an acceptable form in the amount of [insert the amount in local currency] or freely convertible currencies.

8. All Bids shall be properly filled in and submitted through EPADS at or before [insert time and date]. Bids will be opened promptly thereafter through EPADS and opening details will be available to the public through the system.

9. Bids not received through EPADS shall not be accepted for evaluation irrespective of the circumstances.

[*Insert title of the Officer and address of the PA***]**

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A General

1. Scope of Bid	1.1	The Procuring Agency (PA) indicated in the **Bid Data Sheet (BDS)** invites Bids for disposal of public asset(s) as spec-ified in the **BDS** and Section VII, Description of As-set(s). Bids are invited for an estimated quantity as specified in the **BDS.**
	1.2	The successful Bidder will be expected to pay and col-lect the assets within the period specified in the **BDS.**
	1.3	Bidding will be conducted through method of procure-ment specified in the **BDS**
	1.4	Unless otherwise stated through this Bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).
2. Eligible Bidders	2.1	The Invitation for Bids (IFB) is open to all Bidders except where it is specified otherwise in this Biding document. A Bidder may be natural persons, companies or firms or public or semi-public agencies of Islamic Re-public of Pakistan or foreign countries, subject to ITB**2.4** or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereafter referred to as JVCA).
	2.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Biding process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a joint venture, consortium, or association.
	2.3	The authority of the Lead Member to act for and on behalf of all members shall be evidenced by a valid Power of Attorney, duly executed by all members, which shall be submitted to the Procuring Agency/Employer before the award of the Contract
	2.4	The appointment of lead Member in the JVCA shall be confirmed by submission of a valid power of attorney

		to the PA.
	2.5	A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PA to pro-vide consulting services for valuation of assets,
		and preparation of any other documents to be used in the disposal process. b) have the same legal representative for purposes of this Bid; or c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the PA regarding this process; or d) submit more than one Bid in this Bidding process.
	2.6	A Bidder may be ineligible if – (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct or the Bid-der is debarred and blacklisted in accordance with the Public Procurement Rules.

	2.7	Bidders shall provide to the PA evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the disposal contract effectively.
	2.8	Bidders shall provide such evidence of their continued eligibility satisfactory to the PA, as the PA shall reason-ably request.
3. One Bid per Bidder	3.1	A Bidder shall submit only one Bid, either individually or as a partner in a joint venture.
	3.2	A Bidder who submits or participates in more than one Bid will cause all the Bids in which the Bidder has participated to be disqualified.
4. Referential Bids	4.1	A Bidder who submits a Bid making a reference to other Bidders' price shall cause its Bid to be disqualified.

5. Cost of Biding	5.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PA shall in no case be responsible or liable for those costs, except where the PA is ordered by the Public Procurement Regulatory Authority (PPRA) to compensate the Bidder following a successful Bidder's appeal of the procurement proceedings.
6. Inspection of Asset(s)	6.1	The prospective Bidders are advised to inspect asset(s) in liaison with the PA before they Bid. This will enable them to arrive at the most competitive Bid.
	6.2	Bids are based on "as is, where is" basis and the conditions of the assets are not warranted by the PA.
	6.3	The place, medium and time for the inspection of Public asset(s) shall be as described in the **BDS.**
B. Bid Documents		

7. Content of the Bidding Documents	7.1	The assets to be disposed, Bidding procedures, and Contract terms are prescribed in the Bidding Documents. Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **PART 1: BIDING PROCEDURES** Section II - Instructions to Bidders (**ITB**). Section III - Bid Data Sheet (BDS). Section IV – Qualification and Evaluation Criteria. Section V - Biding Forms. Section VI - Eligible Countries. **PART 2: ASSETS for Disposal** Section VII - Description of assets **PART 3: CONDITIONS OF CONTRACT AND CON-TRACT FORMS** Section VIII - General Conditions of Contract (GCC). Section IX - Special Conditions of Contract (SCC). Section X - Contract Forms.
	7.2	The "Invitation for Bid" (IFB)(Section I) issued by the PA does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 7.1 above, the said Bidding Documents will take precedence.
	7.3	The PA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from EPADS.
	7.4	The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bid-ding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PA through EPADS.
	8.2	The PA will, after receiving the request for clarification respond and publish responses through EPADS pro-vided that such request is received. The response shall include a description of the inquiry, but without identifying its source

	8.3	Should the PA deem it necessary to amend the documents as a result of a clarification, it shall do so following the procedure under ITB 9 [Amendment of Bidding Documents]
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the PA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any ex-tension of the deadline shall be part of the Biding Document pursuant to ITB 7.1 [Content of Bidding Documents] and shall be communicated through EPADS to the participating Bidders.
	9.3	In order to allow prospective Bidders reasonable time to take an addendum into account when preparing their Bids, the PA, at its discretion, may extend the deadline for the submission of Bids, pursuant to ITB 21.2 [Deadline for Submission of Bids]

C. Preparation of Bids		
10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid ex-changed by the Bidder and the PE shall be written or in electronic forms that provide record of the content of communication in the language specified in the **BDS**. Supporting documents and printed literature furnished by the Bidders may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Bid, in which case, for purposes of interpretation of the Bid, the translation shall govern.
11. Documents Con-stituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: a) Form of Bid and a Price Schedule completed in accordance with ITB 13 [Form of Bid] and ITB 14 [Bid Prices]; b) Documentary evidence established in accordance with ITB12 [Documents Establishing Eligibility of the Bidder] that the Bidder is eligible to Bid; c) Earnest Money furnished in accordance with ITB 17 ; d) Dully notarized Power of Attorney (in the Format provided in Section V- Biding Forms) in case of a firm, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2 [For-mat and Signing of Bid; e) Any other document required in the **BDS**.
12. Documents Establishing Eligibility of the Bidder	12.1	Pursuant to ITB 11**[**Documents Constituting the Bid**]**, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid as listed in the **BDS**.
13.Form of Bid	13.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Form of Bid must be completed without any alterations to its format and no substitute shall be accepted.
	14.1	The prices quoted by the Bidder in the Form of Bid and in the Schedule of Prices shall conform to the requirements specified in ITB 14.2 and 14.3.

14. Bid Prices	14.2	All items in the description of asset(s) must be listed and priced separately in the Schedule of Prices. If a Price Schedule shows items listed but not priced, the Bid will be rejected as being substantially non-responsive. Items not listed in the Schedule of Prices shall be assumed to be not included in the Bid and the Bid will be rejected as being substantially non-responsive.
	14.3	The price to be quoted in the Form of Bid, in accordance with ITB 14.1 shall be the total price of the Bid.
15. Bid Currencies	15.1	For any public assets to be Dispose of the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the **BDS.**
	15.2	The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the proportions mentioned in ITB 15.1 shall be the selling rates notified by the State Bank of Pakistan on the Disposal bid opening date.
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the **BDS** after the date of the Bid submission deadline pre-scribed by the PA. A Bid valid for a shorter period shall be rejected by the PA as non-responsive.
	16.2	In exceptional circumstances, prior to expiry of the original Bid validity period, the PA may request that the Bidders consent to an extension of the period of validity of their Bids. The request and the Bidders responses shall be made through EPADS
	16.3	A Bidder may refuse the request without forfeiting its Earnest Money. A Bidder agreeing to the request will not be required or permitted to modify its Bid, and its Bid Security will remain in the custody of the PA.
	17.1	Pursuant to ITB 11 [Documents Constituting the Bid], unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a earnest money in original form and in the amount and currency specified in the **BDS** in the format provided in Section V [Biding Forms].
	17.2	The Earnest money is required to protect the PA against the risk of Bidder's conduct which would warrant the deposit forfeiture, pursuant to ITB17.8.
	17.3	The Earnest money shall be denominated in local

17. Earnest Money		currency or in a freely convertible currency, and shall be, at the Bidder's option, in one of the following forms: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the Islamic Republic of Pakistan or abroad, in the form provided in the Bidding Documents or an-other form acceptable to the PA and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid validity is extended. In either case, the form must include the complete name of the Bid-der; or, b) a cashier's or certified cheque; or c) another security indicated in the **BDS**.

	17.4	The Earnest money shall be in accordance with the Form of the Earnest money included in Section V – Biding Forms or another form approved by the PA prior to the Bid submission
	17.5	Any Bid not accompanied by a Earnest money in accordance with sub-Clauses 17.1 or 17.3 shall be rejected by the PA as non-responsive, pursuant to ITB 27.
	17.6	Unsuccessful Bidders' Earnest money will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the PA pursuant to ITB 16 [Bid Validity Period].
	17.7	The successful Bidder's Earnest money will be discharged upon completion of transaction/contract.
	17.8	The Earnest money shall be forfeited a) if a Bidder withdraws its Bid after opening during the period of Bid validity specified by the Bidder on the Form of Bid except as provided for in ITB 16.2; or b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITT38.
18. Alternative Bids by Bidders	18.1	Alternative Bids are not permitted. Bidders shall submit offers that comply with the requirements of the documents.

19. Format and Signing of Bid	19.1	The Bidder shall prepare documents constituting the Bid as described in ITB 11 [Documents Constituting the Bid].
	19.2	The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder and the authorization documents shall be submitted together with the Bid indicating the name and position held by each signatory as specified in the **BDS**.
	19.3	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to Contract execution if the Bidder is awarded the Contract.
D: Submission of Bids		
20. Submission of Bids	20.1	All Bids shall be submitted through EPADS. Bids sub-mitted through EPADS shall be considered to be true and legal version, duly authorized and duly executed by the Bidder and intended to have binding legal effect.
	20.2	Bids submitted through EPADS shall be received in full prior to the closing time and the Bidders shall receive an acknowledgement of receipt of their Bids or amendment through the system.
	20.3	Bidders must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the Bid being unreadable for any reason, the Bid submitted shall not be considered.
21. Deadline for Sub-mission of Bids	21.1	Bids shall be received by the PA through EPADS in a manner specified under ITB 20.2 and ITB 20.5 [Submission of Bids] no later than the date and time specified in the EPADS
	21.2	The PA may, in exceptional circumstances and at its discretion, and before expiry of submission deadline, ex-tend the deadline for submission of Bids by issuing an amendment the Bidding Documents in accordance with ITB 9 [Amendment of Bidding Documents], in which case all rights and obligations of the PE and the Bidders previously subject to the original deadline will thereafter be subject to the new deadline.
22. Late Bids	22.1	EPADS does not allow a Bidder to submit its Bid after the deadline for submission of Bids in accordance with **ITB** 21 [Deadline for Submission of Bids].

23. Modification, Substitution and Withdrawal of Bids	23.1	A Bidder may modify substitute or withdraw its Bid after it has been submitted to the PA through EPADS, provided that such modification or substitution is made prior to the deadline for submission of Bids prescribed in **ITB** 21.1 [Deadline for Submission of Bids].
	23.2	EPADS does not allow bidder to modify or withdrawal of the bids after the bid submission deadline.
E. Opening and Evaluation of Bids		
24. Opening of Bids	24.1	The Bids shall be opened through EPADS. The Bid opening records shall be made available in the appropriate section of the EPADS
	24.2	A Bidder or any other person with interest in the Bid process can access Bid opening records on the appropriate section of EPADS
25. Confidentiality	25.1	Information relating to the examination, clarification, evaluation, comparison of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of evaluation report.
	25.2	Any effort by a Bidder to influence the PAs processing of Bids or award decisions may result in the rejection of its Bid.

26. Clarification of Bids	26.1	To assist in the examination, evaluation and comparison of Bids, the PA may, at its discretion, ask any Bidder for clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the PA shall not be considered.
	26.2	The request for clarification shall be communicated through EPADS and the Bidder shall respond to the re-quest through EPADS. No change in the prices or sub-stance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors dis-covered by the PA in the evaluation of Bids in accordance with **ITB** 29 [Correction of Errors].

27. Preliminary Evaluation of Bids	27.1	Prior to the detailed evaluation of Bids, the PA will determine whether each Bid (a) meets the eligibility criteria defined in ITB2 [Eligible Bidders]; (b) is accompanied by the required Earnest Money; and (c) is substantially responsive to the requirements of the Bidding Documents. The PA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	27.2	A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: - (a) **a)** if accepted, would substantially affect the scope, quality, performance or other requirements of the Contract; or (b) **(b)** if accepted, would substantially limit the Procuring Agency's rights or the Bidder's obligations under the Contract, in a manner inconsistent with the Bidding Documents; or (c) **(c)** if permitted to be corrected or rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids For the purpose of this section, the following definitions apply "Deviation" is a departure from the requirements specified in the Biding Document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Biding Document; and "Omission" is the failure to submit part or all of the information or documentation required in the Biding Document.

	27.3	The PA will confirm that the documents and information specified under ITB 11 [Documents Constituting the Bid and ITB 12 [Documents Establishing Eligibility of the Bidder] have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

	27.4	The PA may waive any minor informality, nonconformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical or commercial evaluation pursuant to ITB 28 [Examination of Terms and Conditions] and ITB 31 [Financial Evaluation of Bids].
	27.5	Provided that a Bid is substantially responsive, the PA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material, non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	27.6	Provided that a Bid is substantially responsive, the PA shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
	27.7	If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the PA, and may not subsequently be made responsive by correction of the non-conformity.
	27.8	Material deviations to commercial terms and conditions, which justify rejection of a Bid shall include but not limited to the following: a) failure to satisfy eligibility requirements; b) failure to submit a Earnest Money as specified in the Bid-ding Documents; c) failure to satisfy the Bid validity period; d) failure to comply with minimum experience criteria as specified in the Bidding Documents; e) conditional Bids such as conditions in a Bid which limit the Bidder's responsibility to accept an award; and f) failure to submit major supporting documents required by the Bidding Documents to determine substantial responsiveness of a Bid.

28. Examination of Terms and Conditions	28.1	The PA shall examine the Bid to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Bidder without

		any material deviation or reservation.
	28.2	The PA shall further examine the Bid submitted in accordance with **ITB** 12 [Documents Establishing Eligibility of the Bidder], to confirm that all requirements specified in Section VII – Description of Assets have been met with-out material deviation or reservation.
	28.3	If after the examination of the terms and conditions the PE determines that the Bid is not substantially responsive in accordance with ITB 27 [Preliminary Examination of Bids], it shall reject the Bid
29. Correction of Errors	29.1	Bids determined to be substantially responsive will be checked by the PA for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall pre-vail, and the total price shall be corrected, unless in the opinion of the PA there is an obvious mis-placement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	29.2	The amount stated in the Bid will, be adjusted by the PA in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected.
30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison of Bid, the PA will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable in Pakistani Rupees at the selling exchange rate Notified by the State Bank of Pakistan on the bid opening date.
31. Financial Evaluation of	31.1	The PA shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 27

Bids		[Preliminary Examination of Bids] and ITB 28 [Examination of Terms and Conditions].

	31.2	To financially evaluate a Bid, the PA shall only use the criteria and methodologies defined in ITB 31.3. No other criteria or methodology shall be permitted.
	31.3	To financially compare Bids, the PA shall: (a) correct any arithmetic errors in accordance with ITB 29.1 [Correction of Errors]; (b) convert all Bids to a single currency in accordance with ITB 30 [Conversion to Single Currency]; (c) determine the total evaluated price of each Bid. (d) the additional evaluation factors are specified in Section IV (Qualification and Evaluation Criteria).
32. Determination of the Successful Bid	32.1	The Bid with the highest evaluated price from among those which are eligible, compliant and substantially responsive shall be the successful bid
	32.2	In case two or more bidders have offered equal / identical prices and/or have been evaluated as the successful bidders, procuring agency shall provide opportunity to such bidders to submit revised financial bids through EPADS. The revised financial bids or prices shall not be less than the prices offered earlier. The minimum response time for such limited competition shall not be less than 24 hours in any case. Financial bids or prices shall then be evaluated in accordance with the evaluation criteria prescribed in the disposal documents. The same process shall be repeated till a single bidder wins the contract.
	32.3	Where re-Biding fails, the whole process shall be cancelled.
33. Post Qualification	33.1	The PA will verify and determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive Bid is qualified.
	33.2	The determination will take into account the Bidder financial and professional capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 2.5 and 2.6 [Eligible Bidder
	33.3	An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event the PA shall proceed to the next successful Bid to make a similar determination of

		that Bidder's capabilities to pay lease rent.
F. Award of Contract		
34. Criteria for Award	34.1	Subject to ITB 35 [Negotiations], The PA will award the Contract to the successful Bidder.

35. Negotiations	35.1	Disposal Committee may conduct contract negotiations with the successful bidder without changing the scope and cost of the contract, in accordance with the terms and conditions prescribed in the disposal documents. Minutes of such negotiations shall be recorded and pro-vided on the EPADS
	35.2	Where negotiation fails to result into an agreement, the PA may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next successful Bidder, the PA shall not reopen earlier negotiations.
36. PA's Right to Accept or Reject Any or All Bids	36.1	Notwithstanding award criteria ITB 34 [Criteria for Award], the PE reserves the right to accept or reject any Bid, and to annul the process and reject all Bids at any time prior to award of Contract, without thereby incur-ring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the PA's action.
	36.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids through EPADS
	36.3	The PA shall upon request from any Bidder, communi-cate to the grounds for rejection of its Bid, but is not obliged to justify those grounds.
37. Notification of Award	37.1	Prior to awarding of the contract, the PA shall issue a no-tice of intention to award the contract, in the format pro-vided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through EPADS.
	37.2	The Bidder whose bid has been accepted will be notified by Letter of Acceptance, in the format provided in Section IX [Contract Forms], through EPADS, of the award by the PS prior to expiration of the Bid validity period. The Letter of Acceptance will state the sum that the Bidder will pay the PA in consideration of the asset(s) being disposed.

	37.3	The notification of award will be part of the documents forming the Contract and signing the disposal Contract in accordance with ITB 38 [Signing of Contract].

38. Signing of Con-tract	38.1	Promptly after notification of award, PA shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the con- tract.
	38.2	Within the prescribed timeliness the successful Bidder and the PA shall sign the contract.
	38.3	Upon parties signing the Contract, the PA will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Earnest Money of the Bidders.
39. **Fraudulent, Corrupt, Coercive or Obstructive Practices**	39.1	The Government requires that Procuring agencies as well as Bidders/Asset buyers to observe the highest standard of ethics during the disposal and execution of such Contracts in accordance with the provision 2(1)(f) of the Disposal of Public Assets Regulations, 2026.
	39.2	PA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the Contract.
	39.3	Any communications between a Bidder and the PA related to matters of alleged fraudulent, coercive, collusive, obstructive or corruptive practice must be made in writing or in electronic forms that provide record of the content of communication.
G. Review of Disposal Decisions		
40. Right to submit Grievance	40.1	Redressal of Grievances shall be carried out in accordance with the regulation 30 of the Disposal of public assets (1) regulations, 2026"

41. Appeal before Appellate Committee of the Authority	412.1	The bidder may file appeal against the decision of GRC in accordance with the mechanism defined under Regulation 30 of the Disposal of public assets regulations, 2026

SECTION III: BID DATA SHEET

The following specific data for the disposal of public assets 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**. ***The notes in Italics are only intended to guide the PA in filling in the Bid Data Sheet. They should not appear in the Final BDS to be issued to prospective Bidders***

BDS Number	ITB Clause	Required Information/Data Information/Data to be filled by the PA
		A. General
1.	**1.1**	Name of Procuring Agency *[insert name of PA]*
2.	**1.1**	The subject of Disposal is: [*describe the assets to be disposed*]
3.	**1.1**	Items to be disposed: [*insert the list of items to be disposed*]
4.	**1.2**	Time to pay and collect the asset: [*insert time to pay in Days/Weeks/Months/*]
5	**1.3**	Biding procedure [*insert Biding method to be used]*
6		*[Insert maximum number of members in JVCA if any]*
7.	**6.3**	*[Insert Place and Time]*
		C. Preparation of Bids
8.	**10.1**	The Language of all correspondences and documents related to the Bid is: [*specify*]
9.	**11.1 (e)**	In addition to the documents stated in ITT 11, the following documents must be included with the Bid [*insert: list of documents if any*]
10.	**12.1**	Documents establishing eligibility *[insert list of documents establishing Bidder's eligibility*]
11.	**15.1**	The price quoted shall be in [*insert currency(ies)*]
12.	**16.1**	The Bid validity period shall be ….....days.
13.	**17.1**	The form of Earnest Money is *[insert form of security]* Earnest Money amount is *[insert security amount]*
14.	**17.3(c)**	Other forms of Earnest Money [*insert any other form if required)*]

15.	**19.2**	The authorization document (s) shall be **dully notarized Power of Attorney** in a form provided in Section V [Biding Forms] or [list other acceptable authorizations document(s) if any.
E. Award of Contract		
G. Review of Disposal Decisions		
18.	**41,**	The address of GRC:
19.	**42.**	The address for Appeal to PPRA.

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bid document.

[*The Procuring Agency shall select the criteria deemed appropriate for the Disposal process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics*]

Evaluation of Bids

Evaluation Criteria

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with **ITB 14,** one or more of the following factors as specified in **ITB 31.3(d)** and in BDS referring to **ITB 31.3(d)**, using the following criteria and methodologies.

(i) **Financial Capability:** The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including Period]* –

Financial reports for the last *(insert Period)* years: balance sheets, profit and loss statements, auditors' reports, etc.

(Insert here other criteria that may be used for evaluation)

SECTION V: BIDING FORMS

Below is a checklist of forms/documents required to be submitted by the Bidder. Each Bidder must ensure that all forms/documents are properly prepared and submitted with his Bid. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Bid.

Form	**Description**	**Check if Submit with the Bid**	
		Yes	**No**
1.	Form of Bid		
2.	Standard Power of Attorney		
3.	Form of Earnest Money		
5.	Schedule of Prices		
6.	Bidder Information Form		
7.	Bidder's JV Members Information Form		

FORM OF BID

Date: _____
Bid No. _____

To: [*name and address of procuring Agency]*

Having examined the Biding Documents including Addenda Nos .....*insert numbers].* The receipt of which is hereby duly acknowledged, we the undersigned, offer to buy and collect all the items to be disposed to us in conformity with the said Biding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to pay for and collect the items in accordance with the requirements of the Bid.

We agree to abide by the Bid for a Period of *[number]* days from the date fixed for Bid opening in the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that Period.

We understand that you are not bound to accept the highest or any Bid that you may receive. Dated this _____day of _____20 _____

_____ _____

[*signature]* *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

STANDARD POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE the undersigned [*insert name of the donor*] being Directors of *[insert name and address of the company*], being [insert designation of the donor] of [insert the name of the company] of [insert company address] having its registered office at [insert physical address of the company]

WHEREAS in course of the business it is necessary to bid for Bids and enter into contract;

NOW THEREFORE KNOW ALLMEN that, I [insert the name of the Donor] by virtue of authority conferred to me by the Board Resolution No_of [insert day of the month _____day of [*insert month and year*], do hereby ordain, nominate and appoint [*insert name of donee*] of [*insert address of the donee*] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Bid No. *[insert Bid number*] that is to say;

> To act on my behalf or for the company and do any other thing or things incidental for [*insert Bid Number*] of *[insert description of procurement]* for the [*insert name of the procuring Agency*];

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other Person or Persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month] [insert year].*

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month] [insert year]* at *[insert place]* for and on behalf of *[insert name of the company]* ……

SEALED and **DELIVERED** by the
Common Seal of [*insert name of the donor/coy]*
This *[insert date, month and year*]

.....

DONOR

BEFORE ME:

.....

COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said [*insert name of donee*] Identified to me by ***[insert name]***
The latter known to me personally
This *[insert date, month and year*],

.....

DONEE

BEFORE ME

.....

COMMISSIONER FOR OATHS

Form of Earnest Money (Bank Guarantee)

*[If required, the **Bank/Bidder** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

_____

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Agency]* **Date:** *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its Bid dated *[insert date]* (hereinafter called "the Bid") for the purchase of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

(a) has withdrawn its Bid during the Period of Bid validity specified by the Bidder in the Form of Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or

(c) having been notified of the acceptance of its Bid by the Procuring Agency during the Period of Bid validity, (i) fails or refuses to execute the Contract Form, if required.

This Guarantee shall expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and successfully executed the contract(b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

_____

[signature(s) of authorized representative(s)]

Schedule of Prices

Item No. or No.	Description Assets	Unit	Quantity	Unit Price	Total Price

Schedule of Price Submitted by:

Signature of Authorized Person:

Name of Authorized Person:

……

Date:

……

Address:

……

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be Permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission*]
BID No.: *[insert number of BID process]*

Page _____of_ _____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information **Name**: *[insert Authorized Representative's name]* **Address**: *[insert Authorized Representative's Address]* **Telephone/Fax numbers**: *[insert Authorized Representative's telephone/fax numbers]* **Email Address**: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal Agency named above in accordance w **ITB 2.1**. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with **ITB 2.** ☐ Included are the organizational chart, a list of Board of Directors

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission*]
BID No.: *[insert number of BID process]*

Page _____of_ _____pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information **Name**: *[insert name of JV's Member authorized representative]* **Address**: *[insert address of JV's Member authorized representative]* **Telephone/Fax numbers**: *[insert telephone/fax numbers of JV's Member authorized representative]* **Email Address**: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association and/or registration documents of the legal Agency named above, in accordance **ITB2.1**. ☐ Included are the organizational chart, a list of Board of Directors

SECTION VI: ELIGIBLE COUNTRIES

Bid No.: *[insert Bid Number and Particulars]*

ay be rephrased as "All bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel"

PART 2 – PROCURING AGENCY'S DISPOSAL REQUIREMENTS

SECTION VII: DESCRIPTION OF ASSETS

Schedule of Items

Notes on Schedule of Items

The Procuring Agency will prepare the schedule of items to be disposed marking each item with a unique number. Where items are to be sold as a lot, the lot must be clearly indicated in the schedule.

List and Description of Assets

The description of the assets given below are for information purposes only and the Procuring Agency gives no guarantee of the accuracy of the description. The Bidder bears responsibilities of the description and conditions of assets to be disposed.

Item N	Brief Description of Assets	Unit	Quantity

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions	1.1	In this contract, the following terms shall be interpreted as indicated: (a) The **Asset(s)** means items listed in the schedule of assets which have been accepted by the bidder as indicated in Letter of Acceptance; (b) **Description of Assets** means list of assets to be disposed as described in Section VII of Standard Biding Document; (c) **"contract"** means an agreement enforceable by law; (d) The **Contract Price** means the price stated in the Letter of Acceptance for the assets to be disposed; (e) The Transfer of Assets means changing the ownership from PA to the buyer and removal of assets which includes dismantling and transport from its location by the buyer; (f) The PA means the Procuring Entity disposing the assets as named in SCC; (g) The Buyer means the individual, firm or Association or JV whose Bid to purchase the assets has been accepted by the PA as named in SCC; and (h) Day means calendar day.
2. Interpretation	2.1	The documents forming the Contract shall be interpreted in the following order of priority: (a) Form of Agreement; (b) Letter of Acceptance; (c) Minutes of Negotiations; (d) Buyer's Form of Bid; (e) Special Conditions of Contract; (f) General Conditions of Contract; and (g) Description of Assets.
3. Assets Location	3.1	Asset's locations shall be the place(s) where the assets to be disposed are located as named in **SCC**.
4. Governing Language	4.1	The contract and all correspondence and documents relating to the contract exchanged by the PA and the Buyer, shall be written in the language specified in **SCC**.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the Islamic Republic of Pakistan

6. Notices	6.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party.

	6.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
7. Transfer of Assets	7.1	The Buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the assets from the location defined in the **SCC.**
	7.2	The Buyer shall collect the assets within seven (7) working days after full payment for the assets have been received by the PA. However, the PA may grant extension of time for collection of assets as agreed in the negotiations. (If any).
	7.3	The Buyer shall contact the official named in the **SCC**, at PA's address, as specified in the **SCC** to arrange a date and time for the collection of the assets.
	7.4	The Buyer shall sign a Handover Certificate, certifying receipt of the assets, at the time of transfer.
	7.5	Documents to be handed over by the PA to the Buyer in the process of transferring the assets are as indicated in **SCC.**
8. Earnest Money	8.1	The Buyer shall furnish to the PA Earnest Money in the form of Cash deposit, in amount stated in **SCC** no later than the date specified in the Letter of Acceptance.
9. Payment	9.1	The Buyer shall make payment to the PA of the full Contract Price in accordance with the payment schedule specified in the **SCC**.
	9.2	Payment shall be made by any method acceptable to the PA and shall be considered to have been made on the date that it is credited to the PA's account.
	9.3	The PA shall issue a receipt for the payment.
10. Termination of Contract	10.1	The PA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Buyer, may terminate this Contract in whole or in part if- (a) the Buyer fails to collect any or all of the Assets within the period (s) specified in the **SCC;** (b) (b) the Buyer, in the judgment of the PA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and (c)) the Buyer has failed to pay the full Contract Price within the specified in ITB

		6.1.
	10.2	The Buyer may terminate the contract if; **a)** the PA fails to transfer the assets within specified time as describe in the **SCC.** b) the assets are not in the state or number as was described in Section VII of Biding Documents
11. Payment upon Termination	11.1	If the contract is terminated because of fundamental breach by PA, the PA shall refund the Buyer deposited amount.

	11.2	If the contract is terminated because of fundamental breach by Buyer, the PA shall forfeit the deposited amount and retain asset(s) which were to be disposed.
12. Force Majeure	12.1	For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the PA and not in-volving the PA's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the PA. Such events may include, but are not restricted to, acts of the Buyer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
13. Settlement of Disputes	13.1	If any dispute or difference of any kind whatsoever shall arise between the PA and the Buyer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	13.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PA or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
	13.3	The arbitration shall be conducted in accordance with the relevant laws and arbitration procedures published by the institution named and, in the place, shown in the **SCC**.
14. Taxes and Duties	14.1	Procedures for settling taxes and duties shall be as specified in **SCC**.

SECTION IX: 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 provision herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Sr. No.	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)		
1.	1.1(f)	Name and Address of PA is: [*insert Name and address*]
2.	1.1(g)	The Buyer is: [i*nsert Name and address]*
Assets Location (GCC Clause 3)		
3.	3.1&7.1	The location of assets*: [Insert the location(s) of assets].*
Governing Language (GCC Clause 4)		
4.	4.1	Name the language: *[insert the language]*
Transfer of Assets (GCC Clause 7)		
5.	7.3	PA Representative's name *[Insert name and address].*
6.	7.5	Documents to be handed over: *[list the documents].*
Payments (GCC Clause 9)		

8	9.1	The payment schedule shall be as follows: *(Insert payment schedule)*
Termination of Contract (GCC Clause 10)		
9.	10.1(a)	Time for collection of assets *[state agreed time].*
10	10.2(a)	Time for transfer of the assets [*state agreed time*]
Settlement of Disputes (GCC Clause 13)		
11.	13.3	Arbitration institution shall be [*insert: institution*] Place for carrying out Arbitration [*insert: full address place/location]*
Taxes and Duties (GCC Clause 14)		
12.	14.1	State the procedures for settling taxes and duties by the B *[state].*

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. It also contains the Letter of Intention to Award the Contract, which is not part of the contract forms.

Letter of Acceptance

[*Letterhead paper of the Procuring Agency*]

To: *[name and address of the Buyer]* [*date*]

RE: **NOTIFICATION OF AWARD CONTRACT FOR BID NO. [insert No. of *Contract] FOR [insert description of Bid]***

This is to notify you that your bid dated *[date]* for the buying of *[insert description of assets to be disposed]* at Contract Price of *[amount in words and numbers] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

Please return the attached Contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Form of Agreement

THIS AGREEMENT made the *[day of the month]* day of *[insert month], [year]* between [name and address of Seller] (hereinafter called "the Seller"), of the one part, and [name and address of Buyer] (hereinafter called "the Buyer"), of the other part:

WHEREAS the Seller invited Bids for the disposal of Assets *[describe the assets to disposed]* and has accepted a Bid by the Buyer for the purchase of those Assets in the sum of [*insert contract price in number and words]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after re-ferred to; and they shall be deemed to form and be read and construed as part of this Agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    a) This Form of Agreement;

    b) Letter of acceptance;

    c) Minutes of Negotiations (if any) ;

    d) Buyer's Form of Bid and Price schedule;

    e) List and Description of Assets;

    f) Special Conditions of Contract;

    g) General Conditions of Contract; and

    h) Other relevant documents [*List if any*]

3. The Buyer hereby covenants to pay the Seller in consideration of the pro-vision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.

4. In consideration of the payments to be made by the Buyer to the Seller as indicated in the Contract, the Seller hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

IN WITNESS; whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Seller
Signed by:
Name:
Position:
Date:

Buyer
Signed by:
Name:
Position:
Date:

In the presence of
Signed by:
Name:
Position:
Date:

In the presence of
Signed by:
Name:
Position:
Date:

Handing over Certificate

[Letterhead paper of the PA]

This is to certify that *[insert the description of assets being disposed]* have been handed over to *[insert name of the buyer and address]* pursuant to Clause 4.4 of the General Conditions of Contract.

The documents handed over by the PA to the Buyer are *[list the documents]* as per Clause 7.5 of the General Condition of Contract and as listed in the Clause 7.5 of Special Conditions of Contract.

Authorized Signature of

Seller..... Name and Title of

Signatory: ……..

Date:
……
…

… In the presence of:

Signature:

……

Name:

……

Date:

……

Authorized Signature of
Buyer: …

Name and Title of

Signatory:

……

Date:

……

……

……. In the presence of:

Signature:
……
. Name:
……
….
Date: ……

<><><><><><><>