

Request for Proposal

Request for Proposals for Third Party Validation Fuel Relief Scheme and
Fuel Pass System (FPS) — Two-Wheelers, Three-Wheelers and Four-
wheelers up to 800cc
(Consultancy Services)

National

Single Stage-One Envelope



October 02, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT))** has reserved Funds for the procurement planned for FY **2026-27**. The **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of **"Request for Proposals for Third Party Validation Fuel Relief Scheme and Fuel Pass System (FPS) — Two-Wheelers, Three-Wheelers and Four-wheelers up to 800cc"** with the reference of **"P141213"**
2. The **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/141213>**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, October 9, 2026 11:00 AM**. Proposals will be opened on the same day at **Friday, October 9, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

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Instructions to Bidders

A. General Provisions

1. Introduction

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

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

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

2. Corrupt and Fraudulent Practices

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

B. Preparation of Proposals

3. General Considerations

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

4. Language

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

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

Documents Comprising the Proposal

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

6. Only One Proposal

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

7. Proposal Validity

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

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

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

7.4. Extension of Validity Period

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

8. Bid security/Bid Securing Declaration

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

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

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally 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 v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

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

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

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

10. Preparation of Proposals - Specific Considerations

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

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

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

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

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

11. Financial Proposal

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

12. Taxes

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

13. Currency of Proposal

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

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

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

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

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

15. Opening of Proposal

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

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

16. Evaluation of Technical Proposals

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

17. Opening of Financial Proposals

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

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

18. Correction of Errors

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

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

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

19. Conversion to Single Currency

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

20. Selection Technique

20.1. Quality and Cost Based Selection

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

20.2. Fixed-Budget Selection (FBS)

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

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

20.3. Least-Cost Selection.

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

D. Negotiations and Award

21. Negotiations

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

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

22. Availability of Key Experts

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

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

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. Award of Contract

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

24. Grievance Redressal Mechanism

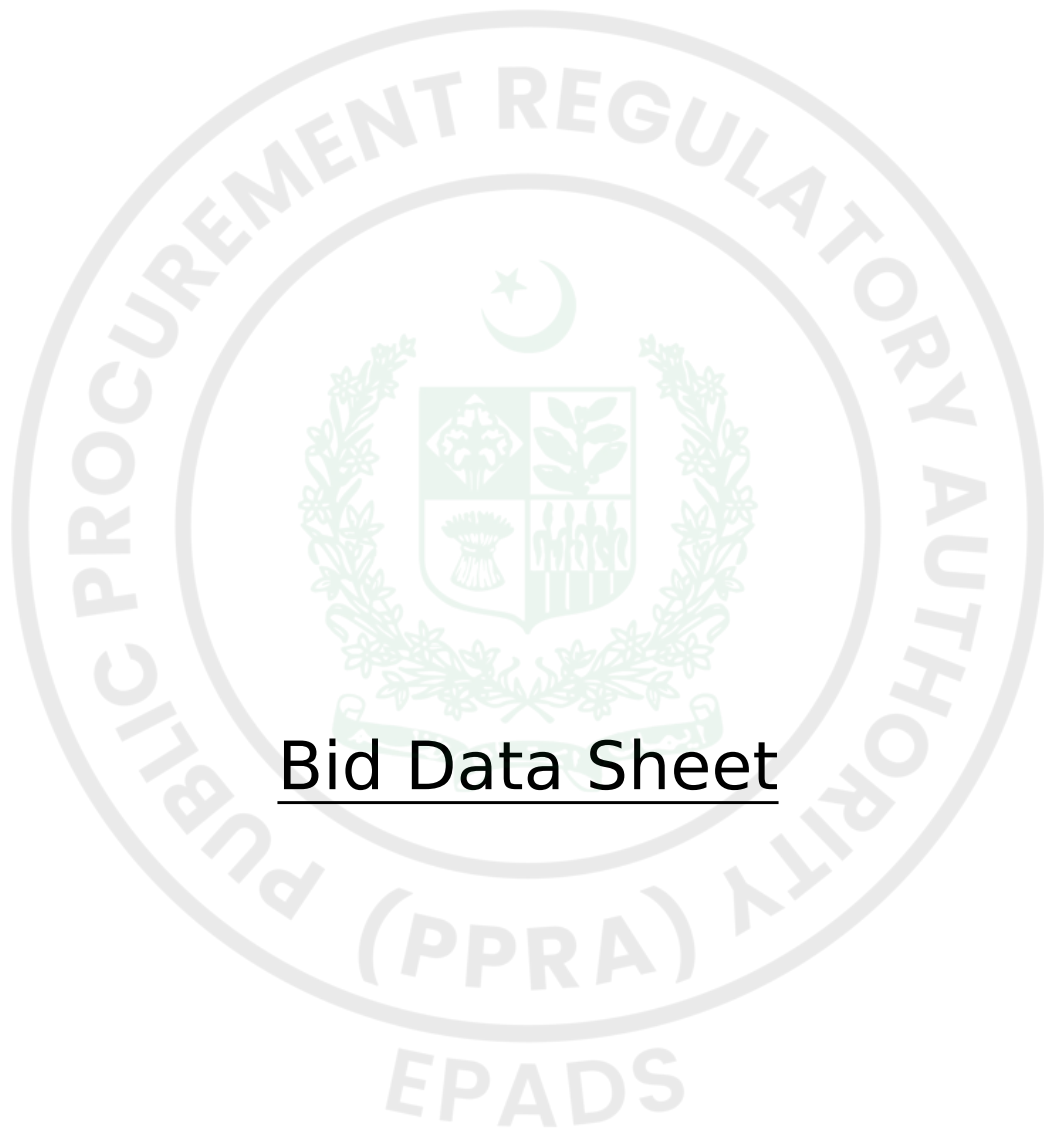
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

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

26. Environmental objectives

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



Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number

ITB Number

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

A. General

1

1.1

Name of Procuring Agency: **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT))**

The subject of procurement is: **Request for Proposals for Third Party Validation Fuel Relief Scheme and Fuel Pass System (FPS) — Two-Wheelers, Three-Wheelers and Four-wheelers up to 800cc**

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

Name and identification number of the Contract: **P141213**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, October 6, 2026

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

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

BDS Clause Number 4

ITB Number 6.1

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

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **90 Days**

BDS Clause Number 7

ITB Number 9.1

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

BDS Clause Number 8

ITB Number 10.2

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

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

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

BDS Clause Number 9

ITB Number 105

The price shall be **Fixed**.

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

BDS Clause Number 10

ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 11

ITB Number 7.6

Services and Their related documents:

See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12

ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 13

ITB Number 13.1

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

BDS Clause Number 14

ITB Number 14.1

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

7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory

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

The deadline for Bids submission is: **Friday, October 9, 2026 11:00 AM**

BDS Clause Number 15

ITB Number 15.1

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

Day : **Friday**

Date: **Friday, October 9, 2026**

Time : **11:30 AM**

BDS Clause Number 16

ITB Number 20

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **10.00%**.

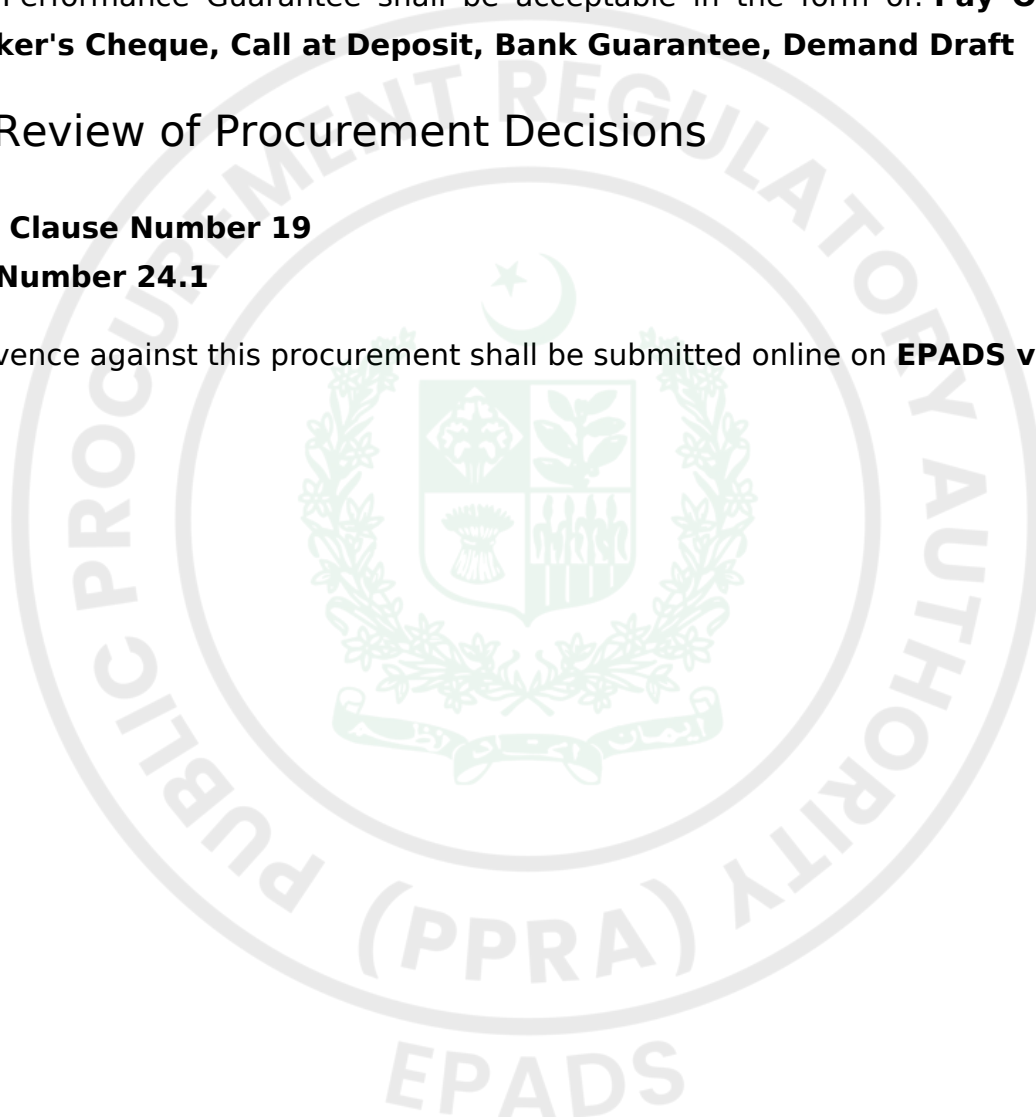
The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

G. Review of Procurement Decisions

BDS Clause Number 19

ITB Number 24.1

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



Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) SECP Registrar of Firms

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	

Technical Marks	100
Passing Marks	65
Criterion 1 — Technical approach and methodology	
Understanding of the Scheme and articulation of risk. Grasp of the design, evidence base, and quality of the risk articulation rather than restatement of the Terms of Reference (Qualitative)(Doc Required)	10
Validation matrix Each scope item mapped to evidence source, test procedure and reporting indicator (Qualitative) (Doc Required)	10
Methodology of assessment of controls and risks. Concrete method for tracing redemption to credit controls related to all processes of the scheme: including registration, payments, complaint redressal, and cybersecurity (Qualitative)(Doc Required)	10
Criterion 3 — Key personnel (CVs must be provided with the proposal).	

Team Leader / Engagement Partner Master's or professional qualification (CA / ACCA / CIA or equivalent); 10+ years experience in public sector assurance or evaluation; led at least 02 national-scale validations (Qualitative)(Doc Required)	6
Financial Assurance Specialist CA / ACCA / CPA; 10+ years experience; payment systems reconciliation and government financial management (Qualitative)(Doc Required)	4
IT Systems Auditor CISA / CISSP or equivalent; 5+ years relevant experience application controls, log integrity and integration assurance (Qualitative)(Doc Required)	4
Cybersecurity and Data Protection Specialist 5+ years relevant experience; secure application assessment; familiarity with Pakistan's data protection and telecom regulatory environment (Qualitative)(Doc Required)	4
M&E / Evaluation Specialist 5+ years relevant experience; including experience in process and impact evaluation; sampling design; social protection or subsidy programmes (Qualitative)(Doc Required)	4
Data Analytics Specialist 5+ years relevant experience including fraud analytics and anomaly detection on large transaction datasets (Qualitative)(Doc Required)	4
Survey and Field Operations Manager 5+ years experience, including multi-province field data collection; enumerator management and quality control (Qualitative)(Doc Required)	4
Criterion 4 — Work plan, mobilisation and capacity	
Mobilization capability: Credible commitment to field the core team immediately on award of contract and to begin field data collection evidenced by named staff availability (Qualitative)(Doc Required) team mobilization within 2 days of award (30) within 3-5 days (15)	30

Field capacity and coverage plan Enumerator strength for provincial coverage including AJK and Gilgit-Baltistan, quality assurance of field data (Qualitative)(Doc Required)

10



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
consultancy services for Fuel pass	Address: 7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory Schedule: 6 months Quantity: 1/job Quantity: 1 job	1/job	500000 PKR

Related Services :

No



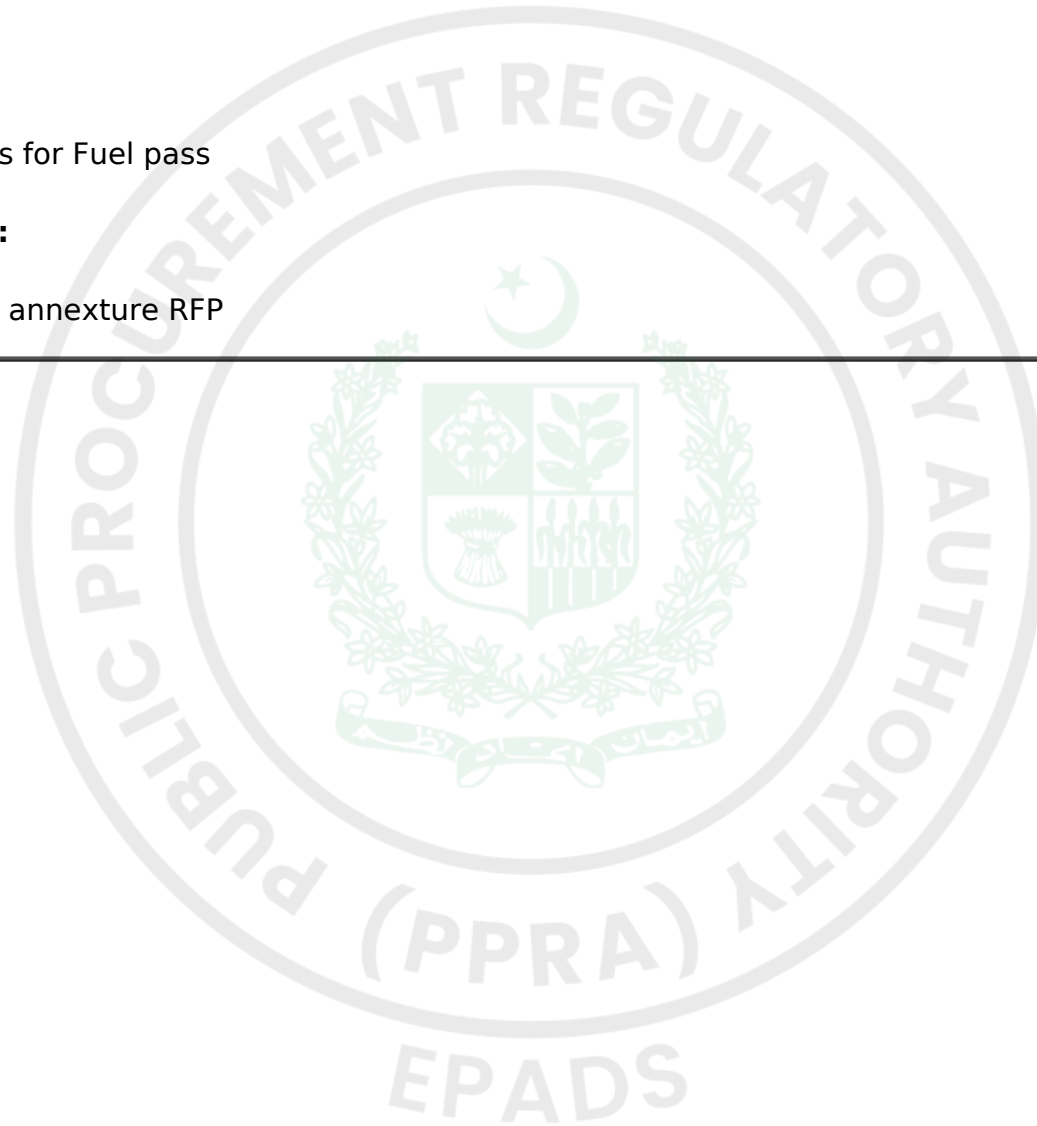
TORS (Terms of References)

Positions Without Lots :

Position: consultancy services for Fuel pass

TORs (Terms of Reference):

All the TORs are Mentioned in annexure RFP



Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General Provisions

1. Definitions

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

- 1.1. **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- 1.4. **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. **"Day"** means calendar day unless indicated otherwise.
- 1.6. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- 1.9. **"GCC"** means these General Conditions of Contract.
- 1.10. **"Government"** means the Government of Pakistan.
- 1.11. **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- 1.13. **"Local Currency"** means the currency of Pakistan
- 1.14. **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

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

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

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

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

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

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

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

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

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

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

17. Force Majeure

17.1. Definition

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

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

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

17.2. No Breach of Contract

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

17.3. Measures to be Taken

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

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

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

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

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

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

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

18. Suspension

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

19. Termination

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

a) By the Procuring Agency

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

19.2. By the Consultant

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. Cessation of Rights and Obligations

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

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,

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

19.4. Cessation of Services

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

19.5. e.Payment upon Termination

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

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

C. Obligations of the Consultant

20. General

20.1. Standard of Performance

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

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

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

20.2. Law Applicable to Services

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

21. Conflict of Interests

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

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

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

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

21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

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

21.1.3. Prohibition of Conflicting Activities

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

21.1.4. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

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

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

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

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

specified in the SCC.

28. Equipment, Vehicles and Materials

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

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

29. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

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

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

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

31. Replacement of Key Experts

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

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

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

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

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

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

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

34. Replacement/ Removal of Experts – Impact on Payments

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

35. Working Hours, Overtime, Leave, etc.

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

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

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

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

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

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

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

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

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

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

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

37. Access to Project Site

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

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

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

39. Services, Facilities and Property of the Procuring Agency

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

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

40. Counterpart Personnel

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

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

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

41. Payment Obligation

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

F. Payments to the Consultant

42. Ceiling Amount

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

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

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

43. Remuneration and Reimbursable Expenses

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

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

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

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

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

44. Taxes and Duties

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

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

45. Currency of Payment

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

46. Mode of Billing and Payment

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

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

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

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

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

47. Interest on Delayed Payments

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

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

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

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





Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 3.1

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

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT)), Assistant Private Secretary 7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is: Request for Proposals for Third Party Validation Fuel Relief Scheme and Fuel Pass System (FPS) — Two-Wheelers, Three-Wheelers and Four-wheelers up to 800cc

Number of GC Clause 8.1

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

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

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT)), Assistant Private Secretary
7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory
+92-317-580-1264
rali@moitt.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

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

List here any conditions of effectiveness of the Contract]

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

Termination of Contract for Failure to Become Effective:

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

Commencement of Services:

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

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

Expiration of Contract:

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

Number of GC Clause 23.1

No additional provisions.

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

Consultant's Liabilities

All the Liabilities can be checked in Annexure RFP

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

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

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

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

Price adjustment on the remuneration *[insert “applies” or “does not apply”]*

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

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

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

{ or }

where

R_f is the adjusted remuneration;

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

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

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

{ or }

where

R_l is the adjusted remuneration;

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

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

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

The currency of payment shall be the following: PKR

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

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

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their

completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Bid Securing Declaration

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

Bid No.: **P141213**

To: **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT)), Assistant Private Secretary 7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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



Contract Form

FORM OF CONTRACT

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

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

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Ministry of Information Technology & Telecommunication (Ministry of Information Technology & Telecommunication (MOIT)), Assistant Private Secretary 7th Floor, Kohsar Complex, Pak. Sectt., Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

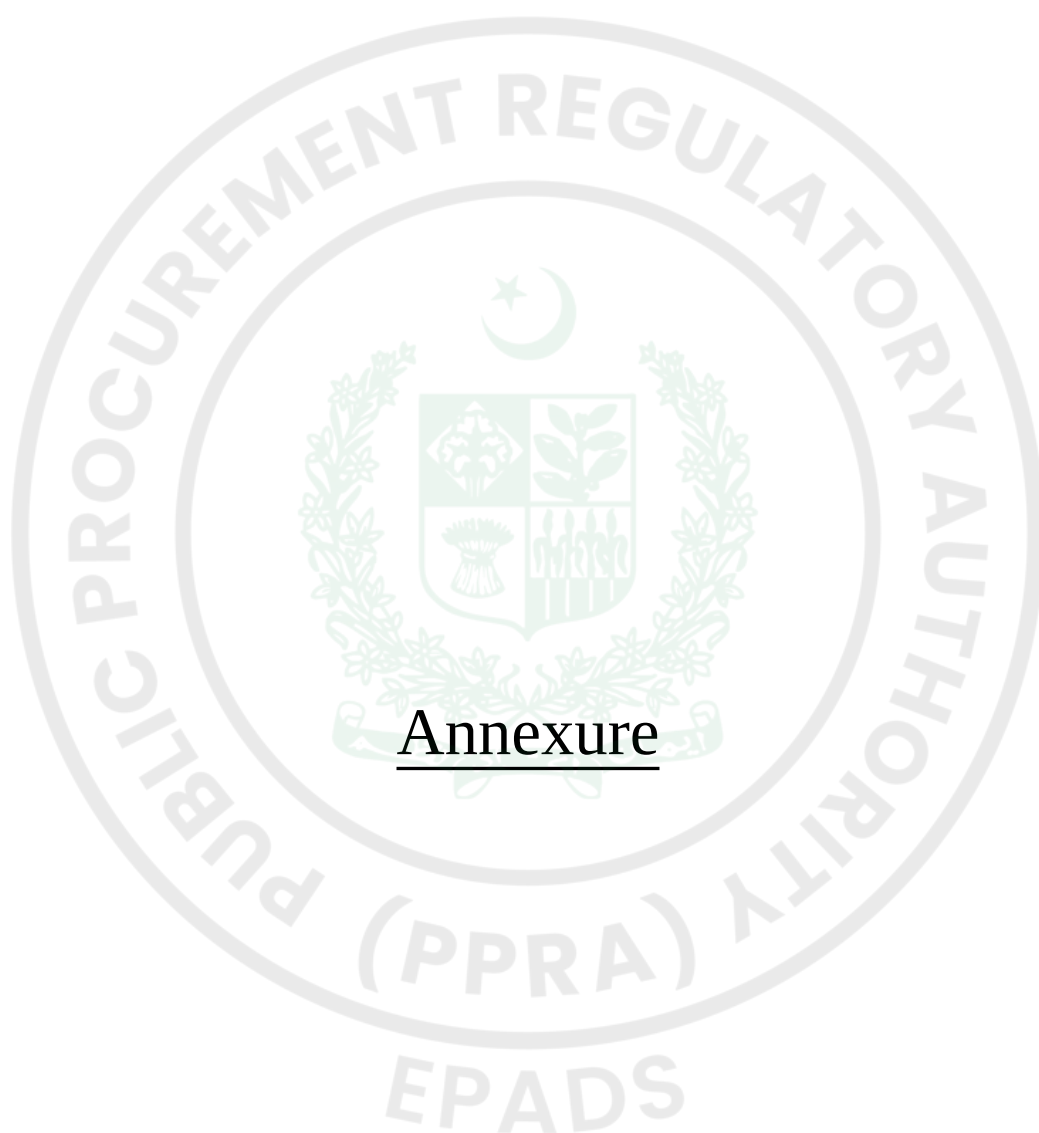
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

RFP Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **RFP Document** (page number: 65)





Procurement Forms







Additional Forms and Documents

**GOVERNMENT OF PAKISTAN
MINISTRY OF INFORMATION TECHNOLOGY AND
TELECOMMUNICATION**

REQUEST FOR PROPOSALS

Third Party Validation — Rapid Assessment

*Fuel Relief Scheme and Fuel Pass System (FPS) — Two-Wheelers, Three-Wheelers and
Four-wheelers up to 800cc*

Covering the Scheme period (three-months engagement, extendable if the scheme continues)

Contracting Agency	Ministry of Information Technology and Telecommunication (MoITT), Government of Pakistan.
Assignment	Third Party Validation / Verification of the Fuel Relief Scheme and the Fuel Pass System (FPS), conducted as a rapid assessment over a three-month period. The period of engagement will be extendable based on need and continuity of scheme.
Mandate	Para 4(viii) of the approved ECC Summary, which assigns responsibility for third-party audit of the digital transactions to MoITT.
Funding Source	Technical Supplementary Grant to MoITT.
Procurement Method	Negotiated tendering in terms of Rule 42(d)(iii) of PP Rules 2004 under invocation of Extreme Urgency by the Ministry of IT & Telecom
Duration	Concurrent coverage of the three-month Scheme period, plus three weeks for reporting. Extendable if the Scheme is extended.
Nature of Assurance	Limited assurance. This is a rapid assessment, not a statutory or certification audit.
Reporting To	Secretary MoIT&T

1. Background and Context

Sustained escalation of international petroleum prices, aggravated by the current Gulf crisis and the recent wave of hostilities, has translated directly into increase in retail prices of fuel in Pakistan, given the country's high dependence on imported crude and refined products. Between 1st July and 11th September 2026, petrol prices rose by Rs. 72 per litre (24%) and high-speed diesel (HSD) by Rs. 87 per litre (28%).

Effective Date	MS (Rs./litre)	Change from 1 March	HSD (Rs./litre)	Change from 1 March
01 Mar 2026	266	—	281	—
01 Jul 2026	299	+33	311	+30
11 Sep 2026	371	+105	398	+117

The resulting impact has fallen hardest on lower-income groups, generating visible public pressure. On the direction of the Prime Minister, and following consultations led by the Deputy Prime Minister with the Ministries of Petroleum, Economic Affairs, Information Technology and Telecommunication, and Finance, together with OGRA and the State Bank of Pakistan, a **Fuel Relief Scheme** was developed for two-wheelers, three-wheelers and cars up to 800cc.

Approved scheme parameters:

Category	Estimated Beneficiary Base (million)	Monthly Quantity Limit (litres)	Relief per Litre (Rs.) (initial)	Later Modification in Relief (Rs)	Maximum Monthly Relief (Rs.)	Estimated Monthly Fiscal Impact (Rs. bn)
2-Wheelers	10.0	-	-	500 per week of fuel per token	2,000	20.0
3-Wheelers	0.8	-	-	500 per week of fuel per token	2,000	1.6
Cars ≤ 800cc	1.0	30	100		3,000	3.0
Total	11.8	—	—		—	24.6

The two-wheeler estimate is derived from a total registered population of 34 million, an assumed retirement rate of 40% yielding 20.6 million operational units, and an assumed uptake of 10 million beneficiaries.

In order to make a third-party validation and assessment of the fuel-pass scheme proposal is invited from relevant firms already pre-qualified by the Ministry of IT&T under open-framework agreement.

Scope of this assignment. The validation is focused on the eligible category of vehicle i.e two-wheeler, three-wheeler and four-wheelers of upto 800 cc — 11.8 million estimated beneficiaries and Rs. 24.6 billion estimated monthly fiscal impact.

2. Governing Decisions and Design Premises

The approved implementation mechanism, developed by consensus among the Ministry of IT&T, Ministry of Finance, Ministry of Petroleum, the State Bank of Pakistan and OGRA, establishes the following design against which performance is to be validated:

	Governing Provision	Implication for Validation
i.	MoITT deploys and manages the Fuel Pass System (FPS) for registration of beneficiaries, issuance of tokens, validation, and generation of the reports used for settlement by the Ministry of Petroleum, OGRA and SBP.	FPS is the single system of record. Its functional correctness, availability and log integrity are the foundation of the entire scheme.
ii.	CNIC, vehicle registration number and mobile phone number serve as the control set against each vehicle. Relief accrues to the user rather than the owner. One vehicle per user can be registered for the relief.	The condition of vehicle user being the owner was relaxed for two or three wheelers only. Validation must test the compensating controls and quantify the duplication risk this creates.
iii.	MoITT communicates the daily digital log of tokens consumed or redeemed by each registered petrol pump to the Petroleum Division, which authorises SBP to pay pumps by issuing a Debit Authority. OGRA provides pump bank account details. This measure is aimed to avoid risk of unauthorized pumps selling fuel.	The daily log is the payment instrument. Timeliness, completeness and immutability of this file determines both fiscal accuracy and dealer confidence.
iv.	Finance Division provides funds by Technical Supplementary Grant to the Petroleum Division, released to SBP upfront. A designated officer of the Petroleum Division issues Debit Advice and daily payment advice to SBP.	Validation must trace the appropriation chain and confirm that cumulative disbursement reconciles with the TSG and remains within the approved ceiling.

	Governing Provision	Implication for Validation
v.	Payments are made on the digital transaction log with no pre-audit. The log is the final document and authority for both release of payment and audit. OGRA is separately responsible for safeguards against misuse by OMCs and dealers.	Third party validation will be the key independent assurance layer over public expenditure of this magnitude.
vi.	A key source of data for third-party audit of digital transactions would be the digital transaction log, as no other record or processing exists, and is the responsibility of MoITT.	The Consultant must establish, as a first-order question, whether the log is sufficient and reliable evidence to discharge that responsibility.
vii.	The design deliberately prioritises reduction of friction in delivery over protection against every possible misuse. Facilitation of citizens takes precedence, while maintaining assurance on safeguarding public exchequer against misuse.	Findings must distinguish control failures from residual risk accepted by design.
viii.	Operational expenditures by MoITT and its entities PDA, NTC and NITB pertaining to the scheme need to be validated.	The Consultant will undertake validation of payments related to the scheme as made by office of MoITT, PDA, NTC and NITB to assure compliance with applicable rules.
ix.	A consensus responsibility matrix is developed.	Validation must test whether each entity has discharged the responsibility assigned to it in that matrix.
x.	A monitoring dashboard at the federal level yields cumulative and daily data on tokens generated, redeemed, complaints, fuel pump station activation and log-in by the fuel pump. Each province and regions of AJK and GB have also been given monitoring dashboard. These have been developed by NITB with support from PDA.	Validation must assess the accuracy, transparency and overall performance of indicators
xi.	A complaint management system has been put in place.	Validation must assess the promptness of addressing the complaints.

Critical design premise — instruction to the Consultant

The Scheme was designed on an explicit policy choice to minimise friction for citizens rather than to eliminate every avenue of misuse, and the Fuel Pass System is built on that premise. The Consultant shall therefore classify every finding into one of three categories:

(a) **control failure** — the system or a participating entity did not perform as designed; (b) **residual risk emerging from the scheme design** — the exposure follows from the approved policy choice and is not a failure of implementation; or (c) **unintended exposure** — a gap that the approved design neither anticipated nor knowingly accepted, identified as a result of validation procedures. For category (b), the Consultant shall estimate on a reasonable basis fiscal cost of the accepted trade-off rather than recommend its reversal, and any recommendation that would reintroduce friction must be accompanied by an explicit statement of the friction cost and the estimated effect on beneficiary uptake. An assurance report that faults the Scheme for controls it deliberately designed for citizens' ease in getting the relief in a timely manner will not be accepted as responsive. For payments made in any procurements or operational expenditure by MoITT, PDA, NTC and NITB the controls under applicable rules will be validated.

3. Rationale and Objectives

3.1 Rationale

The Scheme commits approximately Rs. 24.6 billion per month of public funds, disbursed daily to several thousand retail outlets, on the authority of digital log, under a mechanism that due to emergency situation expressly dispenses with pre-audit, and a design that balances residual leakage against citizen convenience. The validation requirement that follows is concentrated in four areas:

- **Sufficiency and integrity of the digital transaction log** as the evidentiary basis for expenditure and for subsequent audit.
- **Inclusion and exclusion error** — whether the intended two- and three-wheeler users can in practice register and redeem, and whether the 10.0 million uptake assumption holds.
- **Leakage at the point of redemption** — token resale, short-dispensing, ghost transactions and dealer-side manipulation, measured against the residual risk knowingly accepted.
- **Fiscal and settlement integrity** — whether amounts credited to pumps reconcile transaction by transaction with entitlement consumed, within the intended daily cycle, and within the sanctioned TSG.
- A requirement also arises from funding of operational and allied expenditures : the amount sanctioned to MoITT for FPS development, deployment and operations is itself being spent under emergency procurement provisions, and requires independent validation of cost and value for money.

3.2 Objectives

The Consultant shall provide independent, evidence-based assurance on:

- **Evidentiary sufficiency** — whether the FPS digital transaction log is complete, accurate, immutable and sufficient to serve as the authority for payment and audit.
- **Process integrity** — that the Scheme operates as designed, end to end, from registration through token issuance and redemption to settlement in dealer accounts.
- **System functionality and resilience** — that FPS performs reliably, securely and inclusively at national load.

- **Beneficiary experience and accessibility** — that the target cohort can register and redeem without disproportionate cost, time, literacy or connectivity barriers, consistent with the citizen facilitation objective.
- **Cost validity and value for money** — that expenditure under the funds allocated for the purpose is actual, admissible, properly procured and proportionate. Also that the expenditure incurred on operationalizing the scheme was done in compliance with applicable rules.
- **Settlement validation** — that quota allocation, discount application and dealer recoupment are accurate, complete, timely and reconcilable.
- **Control environment** — that fraud, duplication and data-protection risks are identified, classified against the design premise, and quantified.

The assignment is validation and assurance, not implementation support. The Consultant shall not participate in system development, configuration or operational decision-making.

3.3 Nature of the assurance and prioritisation of scope

The engagement is a **rapid assessment** conducted concurrently with the three-month Scheme period. It is commissioned to produce timely, decision-useful findings while the Scheme is running and while remediation remains possible — not to produce a certification opinion after the fact.

What a rapid assessment is, and is not

The Consultant provides **limited assurance**, not reasonable assurance. This is not a statutory audit, not a certification of accounts, and does not discharge or substitute for any audit of the Auditor General of Pakistan. The Final Report shall state the standard applied, the procedures performed, the sample sizes achieved, and every scope limitation encountered, so that the reader can judge the weight the findings will bear. The Consultant shall not express an opinion of a kind the evidence does not support, and shall not describe a tested sample as though it were a tested population. Where a question cannot be answered within the time and evidence available, the correct response is to say so and specify what a fuller examination would require. The validation of operational expenditures incurred by the main ministry office and entities viz. NITB, NTC and PDA.

4. Scope of Work

Component A — Validation of Solution Development and Implementation Cost

A.1 Establish the full cost baseline of FPS against the Technical Supplementary Grant sanctioned to MoITT, disaggregated by the heads for which the grant was sought:

- FPS software development, deployment and the registration, token issuance, validation and settlement modules;
- Technological solutions, hosting, infrastructure, bandwidth and disaster recovery;
- Call centre establishment and operation;
- SMS and short-code services, aggregator charges, and the cost borne by beneficiaries per message;

- Any integrations and API access charges (NADRA, provincial Excise & Taxation authorities, PTA and CMOs, OGRA, banking rails);
- Dealer-side device provisioning, application distribution and training;
- Programme management, communication and awareness;
- Ancillary expenditure, and any in-kind or seconded resource absorbed by MoITT or its entities and not reflected in invoices.

A.2 Verify each cost head against source documentation — TSG sanction, administrative approval, procurement records, contracts and work orders, invoices, delivery and acceptance certificates, payment vouchers and bank records, where relevant. Confirm expenditure is within the sanctioned amount and that re-appropriation between heads, if any, was duly approved. Report utilisation against sanction and projected overrun or surrender.

A.3 Assess compliance of procurements made under the Public Procurement Rules, 2004, as authorised in the ECC decision. For each such procurement, test whether: the extreme urgency justification is recorded and substantiated on file; the approval of the competent authority was obtained before commitment; the scope procured is confined to what the emergency required; rates were benchmarked; and the contract award was published as required.

A.4 State the administrative cost ratio: FPS cost as a percentage of relief actually disbursed, computed monthly and cumulatively, and project the ratio at full national uptake.

A.5 Project total cost of ownership on the assumption that the Scheme is extended, including licence renewals, hosting scale-up, call centre volumes, SMS traffic, support and enhancement.

A.6 Exclusion. The procurement of the Consultant's own engagement is excluded from Component A. The Consultant shall not review, comment on or certify the process by which it was itself appointed. That procurement shall be subject to separate internal review by MoITT.

A.7 Confirm that ownership of source code, data, configuration artefacts and intellectual property in FPS vests in the Government, that source code is held under Government control, and that no vendor lock-in or exit barrier exists that would prevent MoITT from operating or re-procuring the system independently.

A.8 Provide assurance on compliance with applicable rules of the Government with regard to operational expenditure incurred on the scheme.

Component B — Validation of Fuel Pass System Functionality

B.1 Functional conformity. Test the beneficiary registration channel, the token issuance flow, the pump-side validation flow and the settlement report generation module against the approved functional specification, SOPs and the governing provisions. Document every deviation with a severity classification.

B.2 Business rule verification. Independently re-perform, on a sample of live records, the rules governing:

- the CNIC + vehicle registration number + mobile number control set, or any other control set adopted, and the strength of the binding between them;
- the user-rather-than-owner basis of entitlement, and the compensating controls that prevent one vehicle fuel being claimed by successive users;
- one-vehicle-per-user and, correspondingly, one-user-per-vehicle enforcement;
- eligibility by vehicle class and engine capacity, including exclusion of vehicles above the 800cc ceiling from the car quota and correct classification of Qingqi and motorcycle-rickshaw variants;
- the monthly quantity limit for two, three and four-wheelers, per-token volume, token validity, single-active-token enforcement, expiry, and non-carry-forward of unused quota;
- correct computation of the Rs. 100 per litre relief against the volume actually dispensed.

B.3 Log integrity and evidentiary sufficiency.

Determine:

- what data elements the transaction log captures, and whether they are sufficient to reconstruct any individual transaction completely;
- how the log is written, checked, summed, and retained, and whether any interface permits post-hoc amendment, deletion or insertion;
- who holds privileged access capable of altering the log, and whether such access is independently monitored;
- whether the daily file transmitted to the Petroleum Division is provably identical to the log from which it is generated;
- whether the log would satisfy the evidentiary standards in a subsequent audit, and if not, precisely what is missing.

B.4 Integration validation. Validate reliability, latency, error handling and fallback behaviour of each external interface (e.g. NADRA, provincial excise databases, PTA and CMOs, OGRA, any settlement rails). Quantify failure and timeout rates and their effect on registration and redemption outcomes. Assess data quality in provincial excise records and the extent to which record gaps drive rejections — noting that provincial records are separately maintained and of uneven completeness.

B.5 Performance and load. Analyse system behaviour at peak — throughput, response time, SMS delivery latency and failure rates, queueing and downtime. Assess capacity adequacy for phased national expansion and for the redemption surges that follow each fortnightly price revision.

B.6 Pump-side validation. Test the pump-side application in field conditions on a representative sample basis: token validation, matching against the vehicle registration number, discount computation, offline and low-connectivity behaviour, duplicate-redemption prevention, confirmation to the beneficiary, and completeness of the record written to the log.

B.7 Cybersecurity and data protection. Review authentication and access control, privilege management, API security, and exposure of CNIC, mobile number and vehicle data. Assess the risk of profiling or unauthorised secondary use of a dataset linking CNICs to vehicles,

mobile numbers and daily movement patterns. Testing shall be non-destructive and confined to environments and methods expressly authorised in writing by MoITT.

Component C — Validation of Beneficiary Registration and Ease of Use

C.1 Uptake assumption. Independently test the beneficiary base estimate: the 34 million registered two-wheeler population, the 40% retirement assumption yielding 20.6 million operational units, and the 10.0 million uptake assumption drawn from the previous scheme. Report actual registration and redemption against this assumption and restate the monthly fiscal impact accordingly. A material divergence in either direction will mark a key finding.

C.2 Registration funnel. Quantify attempts, successful registrations, failures by cause and re-attempt behaviour. Establish the first-attempt success rate and the median number of attempts to successful registration.

C.3 Usability and accessibility. Conduct testing with a representative sample of the target cohort, deliberately over-sampling low-literacy users, women, feature-phone users, elderly users, users in low-connectivity districts, and users whose vehicle is held on an open transfer letter or in a previous owner's name. Assess comprehension of the registration format, error messages, province codes and date format; time and cost to register; and reliance on intermediaries.

C.4 Exclusion error. Estimate eligible users who could not register, disaggregated by cause — vehicle records absent or mismatched in excise databases, mobile number not registered on the applicant's CNIC, CNIC issues, format errors, connectivity, awareness. Given the facilitation objective at para 4(x), exclusion error is the principal measure of whether the Scheme has met its own stated purpose.

C.5 Inclusion error. Estimate registrations that should not have been approved — duplicate, commercial-fleet, scrapped or retired vehicle, and ineligible-class registrations — and relate the finding to the retirement-rate assumption at C.1.

C.6 Awareness and intermediation. Assess campaign reach and message accuracy, and document any evidence of paid intermediation for a free service.

C.7 Grievance redress and call centre. Evaluate channel availability, call centre responsiveness and abandonment rates, case categorisation, resolution rates and turnaround, and whether outcomes are recorded and auditable. Relate call centre volumes and cost to the TSG head funding it.

Component D — Validation of Quota Allocation and Discount Delivery at the Pump

D.1 Verify that quota is allocated and delivered correctly per beneficiary, that each token corresponds to the entitled volume, that the monthly ceiling for respective category of vehicles is enforced, and that unused entitlement does not carry forward.

D.2 Verify that the discount applied equals the per liter or per week amount fixed under the scheme for various categories of vehicles.

D.3 Observed transactions. Conduct mystery-shopping and observed-transaction exercises at a statistically drawn sample of participating outlets in Islamabad and in provinces, stratified by urban/rural, OMC and outlet throughput, testing for:

- refusal of service or discouragement of token holders;
- short-dispensing — fuel delivered less than the volume claimed and settled;
- demand for informal payment or conditional purchase of other products;
- charging of the gross price despite token redemption;
- redemption recorded without a corresponding physical dispensation (ghost transactions);
- token harvesting, resale, or redemption by persons other than the registered user;
- delay or queueing imposed specifically on subsidised customers.

D.4 Anomaly analytics. Analyse the full redemption population for outlets with improbable volumes relative to throughput or storage, clustering in narrow time windows, repeated device identifiers, redemptions outside operating hours, and geographic implausibility between registration and redemption.

D.5 OGRA safeguards. Validate what safeguards OGRA has instituted, to prevent misuse by OMCs, dealers or other parties, and whether detected misuse results in action.

Component E — Validation of the Recoupment and Settlement Chain

E.1 Chain mapping. Document the complete settlement chain with control points, data handoffs, authorisations, timestamps and responsible entity at each stage: redemption capture in FPS → end-of-day log generation → transmission by MoITT to the Petroleum Division → issuance of debit authorization by the designated officer → instruction to SBP → drawal from the designated Petroleum Division account → credit to pump accounts → confirmation returned to FPS. Map this against the responsibility matrix at Annex-I of the approved Summary and report any divergence between the matrix and practice.

E.2 Reconciliation re-performance. For a sample of reasonable number of settlement days spread across the three-month period -trace on for a sub-sample of outlets:

- redemption records captured in FPS;
- the corresponding entries in the daily log transmitted to the Petroleum Division;
- the amount covered by the debit authority issued;
- the amount instructed to and executed by SBP;
- the amount actually credited to the pump account, per bank statement.

Quantify and explain every variance — under-payment, over-payment, duplication, omission, rounding and reversal. Report the aggregate net variance in rupees and as a percentage of value settled.

E.3 Settlement timeliness. Compute, for each sampled day, elapsed time from redemption to credit in the pump account. Report the **distribution** — median, 90th percentile and worst case — not the average alone. State the proportion of value settled within 24, 48 and more than 72

hours, and attribute breaches to cause: log generation delay, Debit Authority issuance delay, SBP processing, stale or incorrect account data, IBAN validation failure, or account dormancy.

E.4 Debit Authority and payment advice controls. Test the authorisation trail for the Debit Authority and the daily payment advice: who is the designated officer, how authority is delegated and evidenced, whether the amount authorised is systematically derived from the log or manually entered, and whether any capability exists to authorise an amount not supported by the log. Test every instance of manual intervention identified in the review period.

E.5 Dealer account master data. Validate on a sample basis the pump bank account data supplied by OGRA: accuracy, IBAN validation, mapping of outlet to owning firm, treatment of multi-outlet firms and of dealer-operated versus company-operated sites, and the change-control process for account amendments.

E.6 Appropriation and fund trail. Verify the TSG release from Finance Division to the Petroleum Division, the upfront release to SBP, the accounting head under which relief is booked, and the treatment adopted. Confirm that cumulative disbursement reconciles with amounts authorised and remains within the sanctioned ceiling, and report headroom remaining and projected date of exhaustion at observed burn rate.

E.7 Validation of Operational Expenditure. Validation of operational expenditure related to the scheme as incurred by MoITT main office, PDA, NTC and NITB, as per applicable rules.

E.8 Dispute and recovery. Assess how a dealer raises a shortfall claim, how Government recovers over-payment, whether recovery is actually effected, and the ageing of open disputes.

E.9 Dealer experience. Interview a sample of pump owners and managers on working-capital impact of any settlement lag, predictability of receipts, adequacy of remittance advice and reconciliation statements, and whether lag is being passed to beneficiaries as refusal or informal charges.

5. Methodology

The Consultant shall propose a methodology in the technical proposal and refine it in the Inception Report. It is expected to combine:

- **Documentary and process review** — the approved ECC Summary and decision, the Annex–I responsibility matrix, SOPs, contracts, system documentation and inter-agency arrangements.
- **Agreed-upon procedures and re-performance** on transaction and settlement data, and standards.
- **IT general controls and application controls testing**, including authorised, non-destructive technical assessment and log-integrity verification.
- **Data analytics on the full transaction population**, not merely samples. Since the log is the only record, population-level analytics are expected rather than optional; the Consultant shall state techniques and tooling.

- **Statistically valid field sampling**, with size, stratification, confidence level and margin of error stated and justified. Samples shall be drawn independently by the Consultant, who shall not accept a sample frame curated by an implementing entity.
- **Mystery shopping and observed transactions** at outlets, under a protocol cleared with MoITT.
- **Beneficiary and dealer surveys and qualitative work** — structured survey of registered and unsuccessful applicants, focus groups with motorcycle and rickshaw users, key informant interviews.
- **Triangulation** — no material finding shall rest on a single source or single method.

Indicative minimum coverage. The Consultant shall propose and justify final sample sizes at inception; the following are the minima below which the assessment will not be considered responsive:

Instrument	Indicative Minimum
Transaction log analytics	100% of redemption transactions in the three-month period
Settlement days re-performed in full	across at least three calendar months
Outlets covered by mystery shopping / observed transactions	outlets across all federating units, AJK and Gilgit-Baltistan
Beneficiary survey — registered users	respondents, stratified by province and urban/rural
Beneficiary survey — failed or unregistered users	respondents
Dealer interviews	pump owners or managers
Focus group discussions	groups with motorcycle and rickshaw users

Gender and inclusion. Registration, redemption and exclusion findings shall be disaggregated by gender, province and urban/rural status, with specific examination of barriers faced by women riders and users in low-connectivity districts.

Ethics and data protection. The Consultant shall obtain informed consent for all primary data collection; handle CNIC, mobile number and beneficiary data strictly under a data sharing and non-disclosure clause of the main Agreement; process personal data only in; and return or certifiably destroy all personal data on completion. No beneficiary-identifiable data shall be published, shared or retained.

6. Deliverables and Timeline

#	Deliverable	Content	Timing
1	Initial Assessment Report	Confirmed methodology, early opinion on whether the FPS transaction log is complete, immutable and sufficient to serve as sole authority for payment and audit; plus first red flags on registration exclusion, dealer refusal and the opening settlement cycles validation matrix, action-plan	Week 1
2	Weekly Assessment Reports	Standalone early opinion on whether the FPS transaction log is complete, immutable and sufficient to serve as sole authority for payment and audit; plus red flags on registration exclusion, dealer refusal and the opening settlement cycles	Weekly (week 2 onwards)
3	Monthly Report	Including reconciliation for the month: log value against Debit Authority against amount credited; settlement timeliness distribution; variance schedule; TSG utilisation and headroom; with findings across the entire scope.	Monthly
6	Final Rapid Assessment Report and Data Pack	Overall assessment of the program. Revised after MoITT comments; confidential management letter on control weaknesses and any suspected fraud; reproducible analytical scripts and de-identified datasets	Month 3

If the Scheme is extended beyond three months, the monthly settlement statement continues on the same cycle and the final report is deferred correspondingly, under the extension provisions of the contract, on terms agreed at the time.

All reports shall be in English, in editable and PDF format, with an executive summary of not more than three pages suitable for Minister-level circulation. Every finding shall be traceable to identified evidence and shall carry: a severity rating; a fiscal exposure estimate where quantifiable; and a recommended remedial action with timeline.

Findings of suspected fraud, material misappropriation or serious control failure shall be communicated to the Secretary IT immediately in writing, without waiting for the next scheduled deliverable.

7. Indicative Validation Indicators

The Consultant shall report against the following at minimum. Additional indicators may be proposed at inception.

Uptake, registration and access

- Registered beneficiaries against the total beneficiary population (number and %)
- First-attempt registration success rate (%)
- Registration failure by cause (%)
- Estimated exclusion error — eligible but unregistered (% and absolute)
- Estimated inclusion error — registered but ineligible (% and absolute)
- Median time to complete registration; token issuance and redemption

System and log integrity

- FPS and SMS gateway availability (%)
- Median and 95th-percentile token issuance latency
- Integration failure rate by interface (%)
- Log completeness — redemptions captured against redemptions observed in field testing (%)
- Number of manual amendments, overrides or privileged actions affecting the log or the payment advice
- Open security findings by severity

Redemption integrity

- Redemption rate against issued tokens (%); quota utilisation against entitlement (%)
- Outlet refusal or discouragement rate observed in mystery shopping (%)
- Incidence of short-dispensing or gross-price charging (%)
- Anomalous transaction value flagged (Rs. and %)
- Estimated leakage, split between control failure and accepted design trade-off (Rs. and %)

Settlement

- Share of settlement value credited within 24 / 48 / 72+ hours (%)
- Redemption-to-credit elapsed time
- Reconciliation variance between amount due as per reported redemption and amount credited (Rs. and %)
- Open Dealer complaints and payments and average ageing (days)
- Cumulative TSG utilisation, and projected exhaustion date at observed burn rate

Cost and value for money

- FPS expenditure incurred against the sanction, by head (Rs. and %)
- Administrative cost as a percentage of relief disbursed
- Cost per registered beneficiary and per redemption transaction (Rs.)

Procurement Method: Negotiated Tendering based on quotes invited through single stage one envelope method will be adopted. Both financial and technical proposals will be submitted in the same envelope. Procurement will be done under urgency clause. The proposal must be accompanied by bid security equal to 2% of the bid amount submitted separately from the envelope. The proposal will be invited from among the firms already pre-qualified by MoITT.

Indicative timeline: The procurement being done under extreme urgency, the process of negotiated tendering will be adopted. Proposals will be submitted within 05 days of uploading/sharing/e-mailing of RFP.

Conflict of interest. The Consultant shall not review the process by which it was itself appointed . MoITT shall arrange separate internal review of that procurement.

9. Scoring Criteria for the Firm

9.2 Technical scoring framework — 100 marks

Minimum qualifying technical score: [65] marks.

Criterion 1 — Technical approach and methodology (30 marks)

Sub-criterion	What is being assessed	Max
Understanding of the Scheme and articulation of risk	Grasp of the design, evidence base, and quality of the risk articulation rather than restatement of the Terms of Reference	10
Validation matrix	Each scope item mapped to evidence source, test procedure and reporting indicator	10
Methodology of assessment of controls and risks	Concrete method for tracing redemption to credit controls related to all processes of the scheme: including registration, payments, complaint redressal, and cybersecurity.	10

Criterion 3 — Key personnel (30 marks)

CVs must be provided with the proposal.

Position	Minimum Requirement	Max
Team Leader / Engagement Partner	Master's or professional qualification (CA / ACCA / CIA or equivalent); 10+ years experience in public sector assurance or evaluation; led at least 02 national-scale validations	6

Position	Minimum Requirement	Max
Financial Assurance Specialist	CA / ACCA / CPA; 10+ years experience; payment systems reconciliation and government financial management	4
IT Systems Auditor	CISA / CISSP or equivalent; 5+ years relevant experience application controls, log integrity and integration assurance	4
Cybersecurity and Data Protection Specialist	5+ years relevant experience; secure application assessment; familiarity with Pakistan's data protection and telecom regulatory environment	4
M&E / Evaluation Specialist	5+ years relevant experience; including experience in process and impact evaluation; sampling design; social protection or subsidy programmes	4
Data Analytics Specialist	5+ years relevant experience including fraud analytics and anomaly detection on large transaction datasets	4
Survey and Field Operations Manager	5+ years experience, including multi-province field data collection; enumerator management and quality control	4

Criterion 4 — Work plan, mobilisation and capacity (40 marks)

Sub-criterion	Basis of Award	Max
Mobilization capability: (team mobilization within 2 days of award=30 points; within 3-5 days=15 points; beyond 5 days=0 points)	Credible commitment to field the core team immediately on award of contract and to begin field data collection evidenced by named staff availability	30
Field capacity and coverage plan	Enumerator strength for provincial coverage including AJK and Gilgit-Baltistan, quality assurance of field data	10

Criterion	Marks
1. Technical approach and methodology	30
2. Key personnel	30
3. Work plan, mobilization and capacity	40
Total technical score	100
Minimum qualifying score	[65]

9.3 Financial evaluation

Where more than one firm applies: combined scoring at **technical 70% : financial 30%**. The lowest evaluated financial proposal receives the full financial marks and others are scored in inverse proportion. The most advantageous combined score is recommended for award.

Where a single firm is approached or responds: no comparative financial score is computed. Instead the evaluation committee shall record a reasonableness assessment of the quoted fee against (i) man-month rates for comparable assurance engagements, (ii) the scope, duration and field volume required. The negotiation record, the benchmark relied upon and the final agreed fee shall be placed on file.

Financial proposal format. Fees shall be quoted as an all-inclusive amount broken down by: professional fees by position and man-month; field survey cost by province and respondent volume; travel and subsistence; analytics and testing tools; report production; and applicable taxes. A lump sum without breakdown shall not be accepted.

Bid Security amounting to 2% of the bid value shall be submitted with the proposal as a mandatory requirement.

10. Institutional and Implementation Arrangements

10.1 Reporting. The Consultant shall submit all reports to Deputy Secretary (Admin), MoITT.

10.2 Data and access. MoITT shall facilitate, through formal instruments where required:

- read-only access to FPS transaction, entitlement and settlement data in a controlled environment;
- access to the daily logs transmitted to the Petroleum Division and to the corresponding Debit Authorities and payment advices;
- access to system documentation, architecture, SOPs, contracts, procurement files and payment records under the Rs. 1,730 million TSG;
- access to authorised non-production environments for system testing;
- letters of introduction to Petroleum Division, Finance Division, OGRA, the State Bank of Pakistan, NADRA, PTA and provincial excise authorities etc. where needed;
- coordination with OMCs and dealer associations for field access.

10.3 Independence and conflict of interest. The Consultant, its affiliates and named personnel shall not have participated in the design, development, supply, implementation or operation of the Scheme or FPS, and shall not bid for or accept downstream implementation work arising from this assignment for 12 months. Any conflict arising during the assignment shall be disclosed immediately.

10.4 Independence of findings. MoITT may comment on factual accuracy and shall be given the opportunity to respond to every finding. Editorial control over conclusions rests with the Consultant. Management responses shall be reproduced verbatim alongside the findings in the Final Report.

10.5 Confidentiality. All data and findings are the property of the Government of Pakistan. Nothing shall be published, disclosed or used without prior written authorisation.

10.6 Payment schedule (indicative). The monthly settlement statements are not separately paid; they are a continuing obligation covered within the milestones below.

Milestone	% of Contract Value
Initial Assessment Report -week 1	10%
1 st Monthly Report	10%
Mid-Point Assessment Report	20%
Monthly Report (month-03)	20%
Final Rapid Assessment Report and Data Pack	40%

Payments are subject to written acceptance of the deliverable and to applicable withholding tax. In addition to milestone reports, consultant may be called for regular input / presentation in daily and weekly review meetings.

Late submission of deliverables, unless otherwise justified, may invoke imposition **of late delivery charges** up to 5% of the contract value.

11. Committees

The Ministry of IT and Telcom will constitute the Proposal Evaluation Committee and Deliverable Assessment Committee, separately, as per its requirement.