

Request for Proposal

Engagement of Financial Consultant (Consultancy Services)

National

Single Stage-Two Envelope



September 25, 2026

*Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director Finance
Pakistan Airports Authority, Terminal-1, JIAP Karachi.
Phone: +92-321-464-2990, Email: AdlDFin.Accounts@paa.gov.pk*

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Pakistan Airports Authority (Pakistan Airports Authority)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Airports Authority (Pakistan Airports Authority)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Engagement of Financial Consultant**" with the reference of "**P84865**"
2. The **Pakistan Airports Authority (Pakistan Airports Authority)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** 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/84865>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 12, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, October 12, 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>

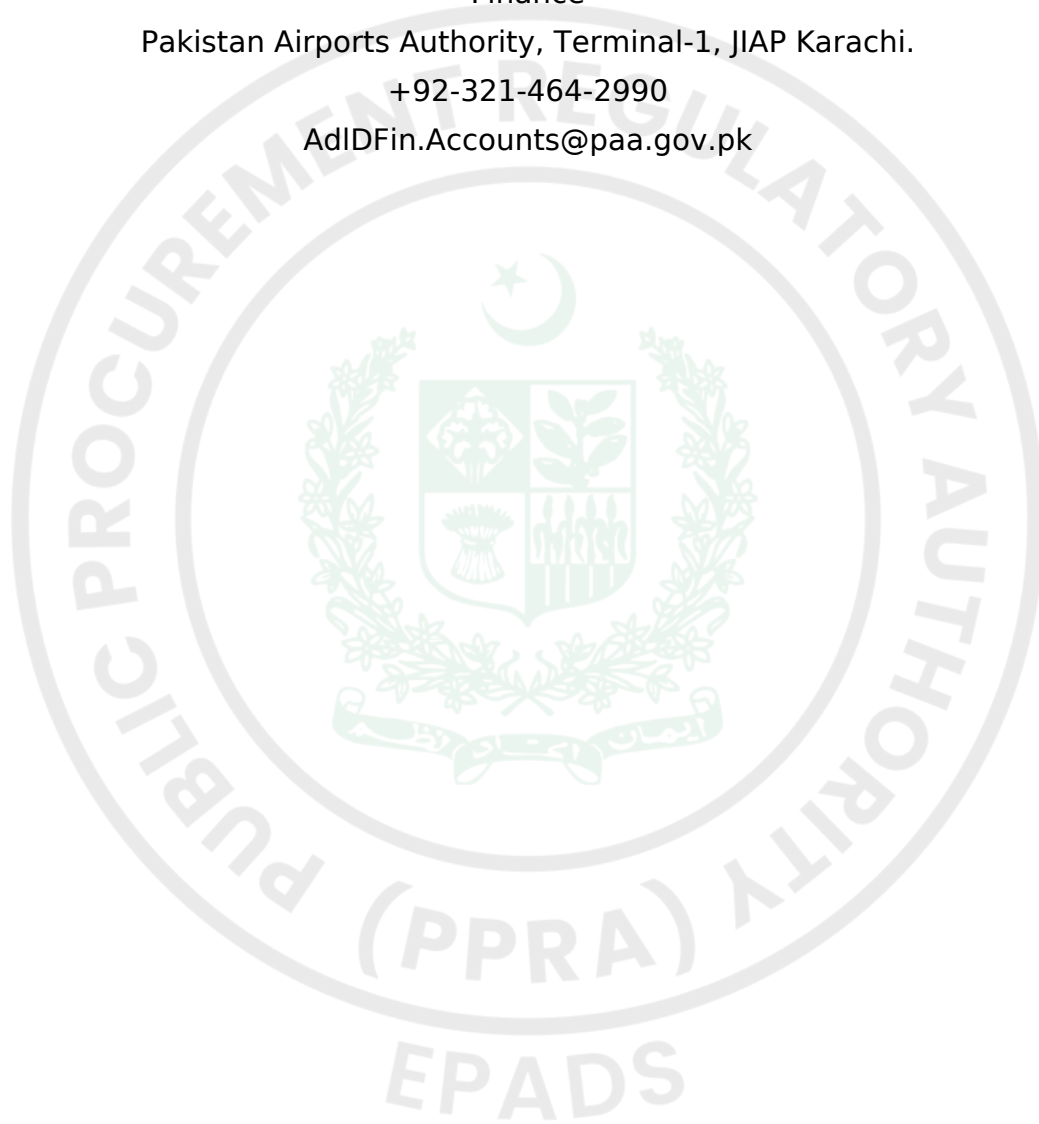
In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

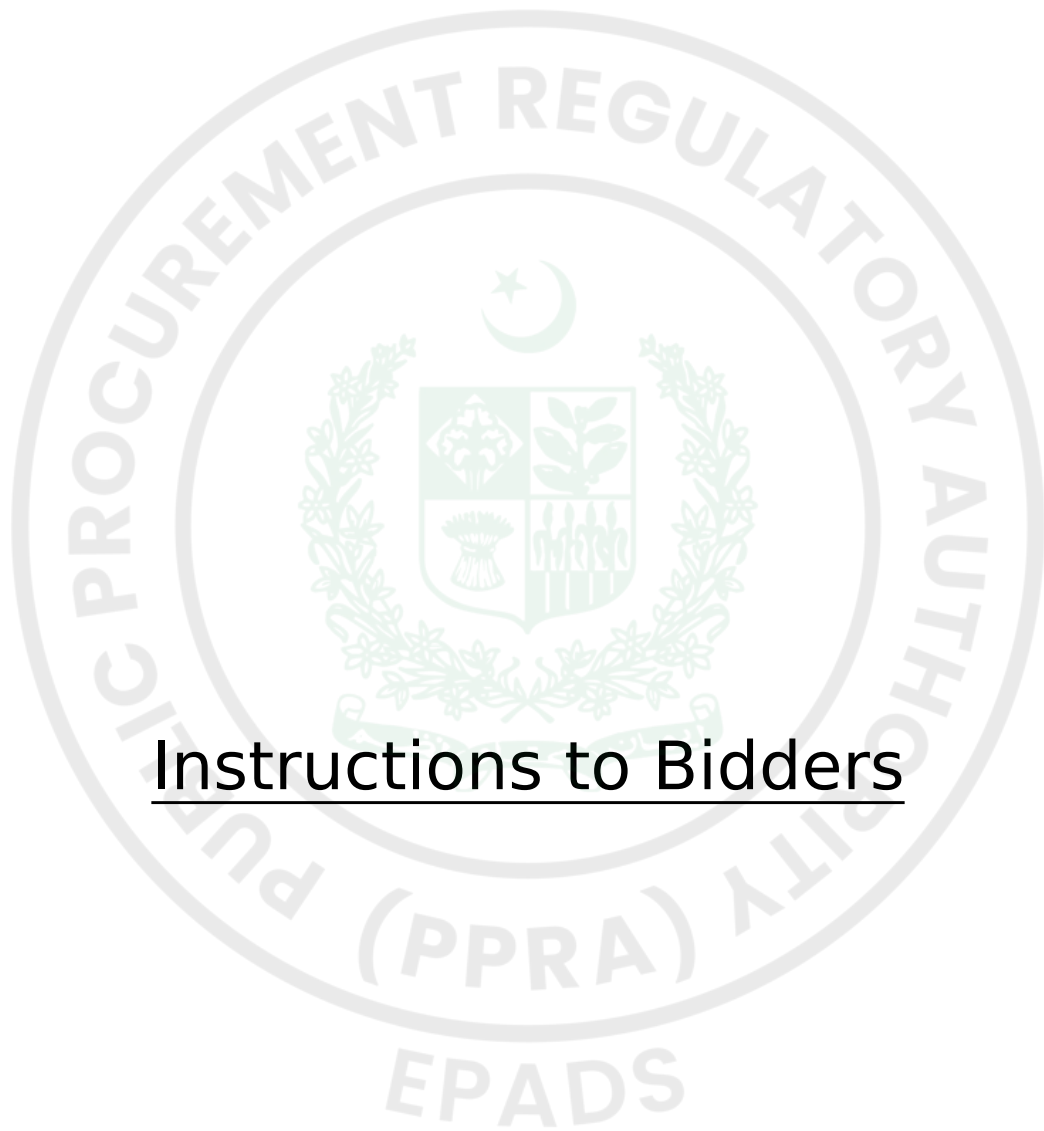
Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director
Finance

Pakistan Airports Authority, Terminal-1, JIAP Karachi.

+92-321-464-2990

AdIDFin.Accounts@paa.gov.pk





Instructions to Bidders

A. General Provisions

1. Introduction

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

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

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

2. Corrupt and Fraudulent Practices

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

B. Preparation of Proposals

3. General Considerations

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

4. Language

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

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

Documents Comprising the Proposal

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

6. Only One Proposal

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

7. Proposal Validity

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

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

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

7.4. Extension of Validity Period

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

8. Bid security/Bid Securing Declaration

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

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

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

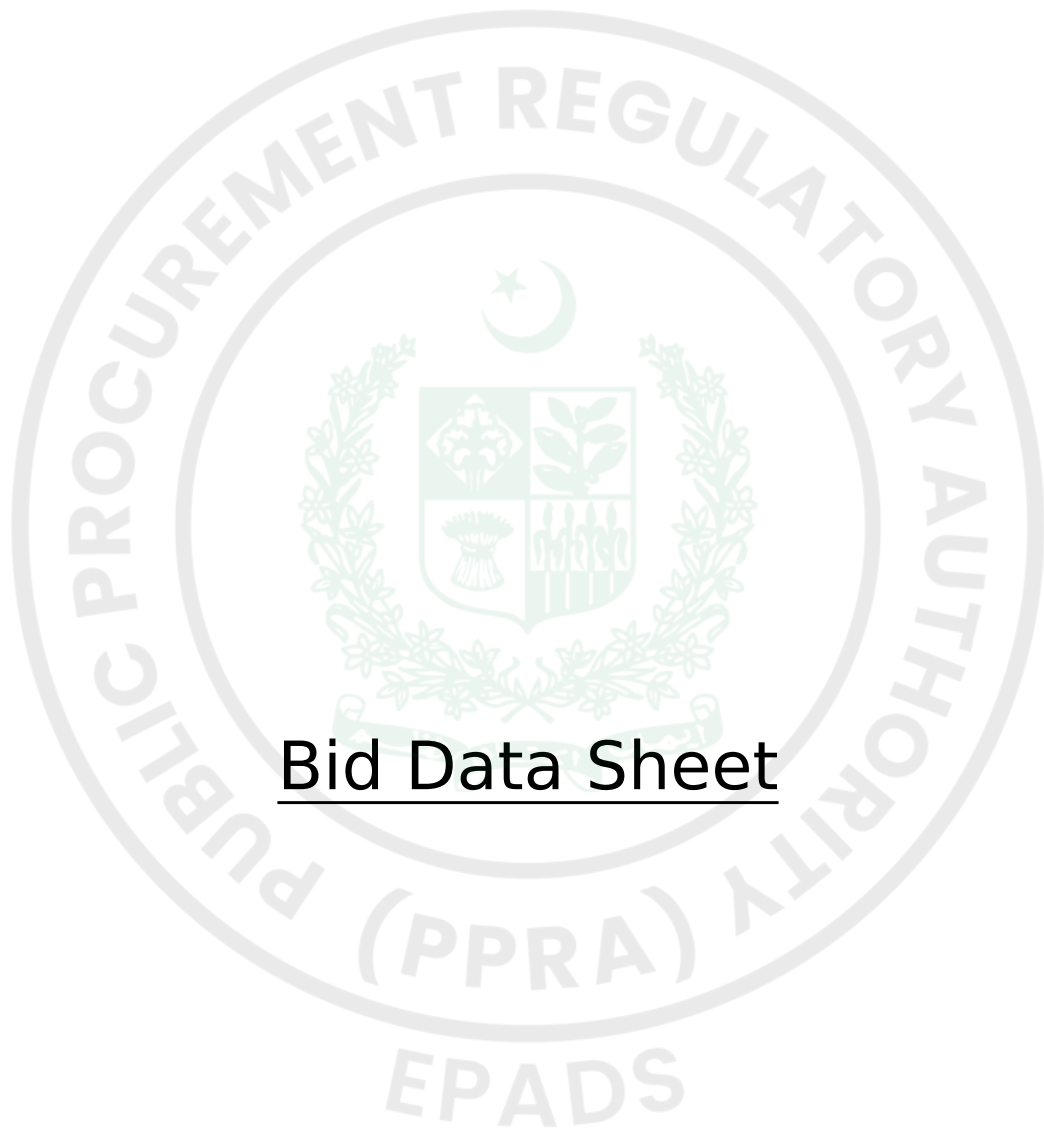
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

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: **Pakistan Airports Authority (Pakistan Airports Authority)**

The subject of procurement is: **Engagement of Financial Consultant**

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

Name and identification number of the Contract: **P84865**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, September 25, 2026

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 **120 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**

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;

Pakistan Airports Authority, Terminal-1, JIAP Karachi.

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

The deadline for Bids submission is: **Monday, October 12, 2026 11:00 AM**

BDS Clause Number 15

ITB Number 15.1

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

Day : **Monday**

Date: **Monday, October 12, 2026**

Time : **11:30 AM**

BDS Clause Number 16

ITB Number 20

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

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **5.00%**.

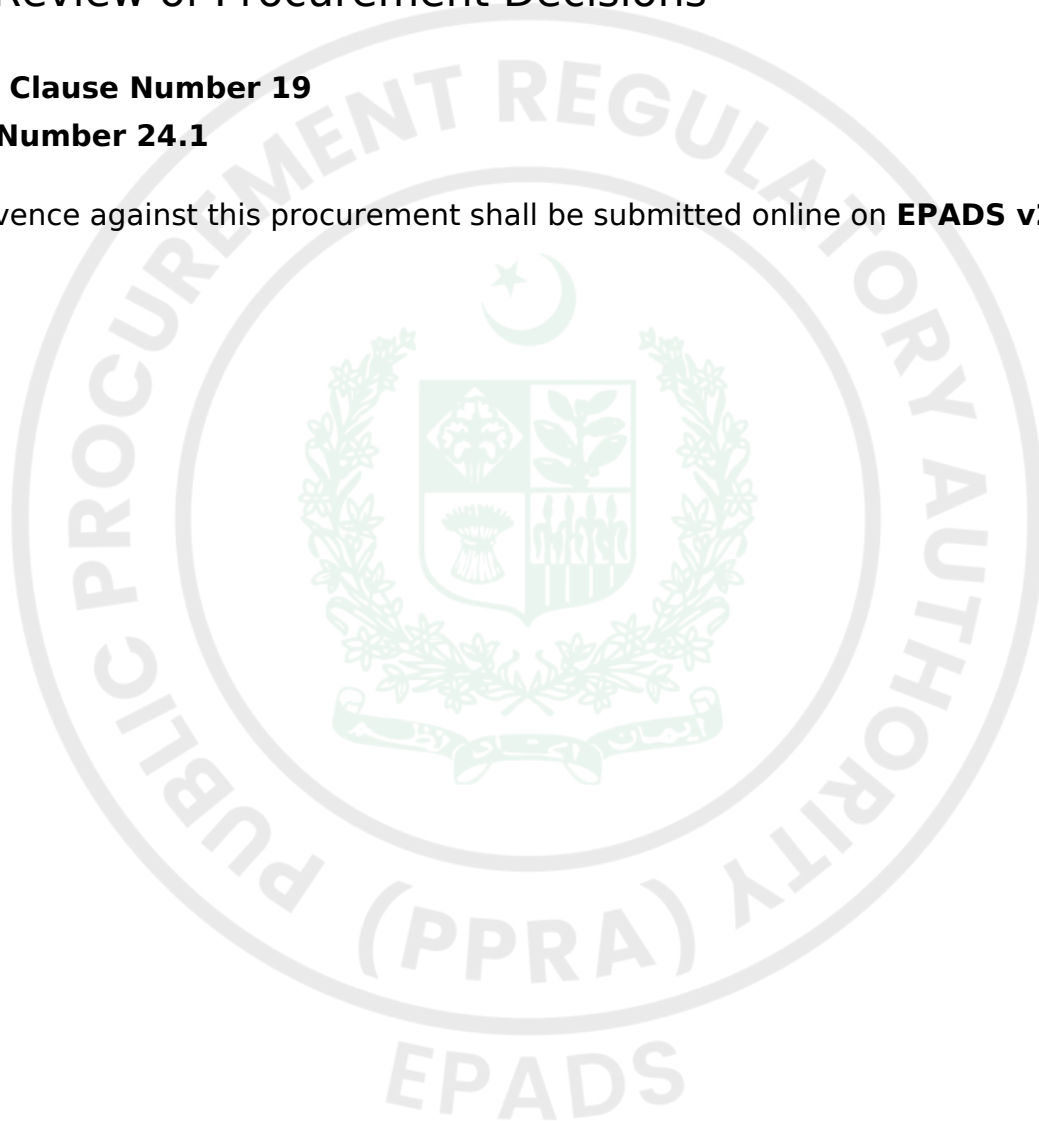
The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

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	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Registration certificate with the Institute of Chartered Accountants of Pakistan (ICAP) reflecting at least 30 years of experience	Yes
Registration certificate with Audit Oversight Board (AOB) Pakistan.	Yes
Firm Size = Evidence of Minimum ten (10) partners as on the date of submission of the proposalpartners.	Yes
Evidence that it is on State Bank of Pakistan's Panel of Auditors in 'A' category.	Yes
Undertaking, on a non-judicial stamp paper, that it is compliant of IFAC Guidelines and Code of Ethics as applicable in Pakistan. And a DECLARATION OF CONFLICT OF INTEREST AND PROFESSIONAL INDEPENDENCE as per attached form.	Yes
Evidence of its membership status with global audit firm.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
Specific Firm Experience Relevant to the Assignment: - Scoring based on number of assignments / clients. - Relevant assignment means an assignment substantially involving the stated area of expertise and performed by the firm for a client, supported by documentary evidence satisfactory to the Procuring Agency. A1. Project segmental accounting, revenue / profit-sharing in a Consortium or JV and related accounting advisory experience: 3+ relevant assignments = 8; 2 = 6; 1 = 3; none = 0 A2. Review of Receivables, Invoicing and its Financial Reporting Matters: 2+ relevant assignments = 7; 1 = 5; none = 0 A3. Airport or infrastructure outsourcing (under Public-Private Partnership Model or otherwise) related financial advisory: 3+ relevant assignments = 7; 2 = 5; 1 = 3; none = 0 A4. Valuation, Financial Modelling and Related Advisory Services: 3+ relevant assignments = 4; 2 = 2.5; 1 = 1; none = 0 A5. Government / Public-Sector Advisory clientele: 3+ relevant clients = 4; 2 = 2.5; 1 = 1; none = 0 (Qualitative)(Doc Required)	30

Competence and Experience of Proposed Key Team: (Supported by Curriculum Vitae and proven details of experiences) B1. Name, qualification & relevant experience of the Lead (Partner) Lead Advisory Partner / Team Leader – relevant transaction advisory experience: 20+ years of professional experience = 15 Marks B2. Names, qualifications & relevant experiences of key personnel of the Financial Advisor. - 10 Score total and at least 4 members team other than partner. - The proposed personnel should not be replaced during contract execution without prior written approval of the Procuring Agency, and any replacement shall possess qualifications and experience equal to or better than the proposed personnel Relevant Experiences of: Financial Modelling / Valuation Specialist = 3 score Restructuring, M&A expert = 3 score IFRS Specialist = 2 Score Qualified Support Staff = 2 score (Qualitative)(Doc Required)	25
Understanding, Approach, Methodology and Work Plan: C1. Overall understanding of the assignment, proposed approach, methodology, resource deployment, deliverables, work plan, milestones and timelines, including coordination among the different workstreams. C2. Proposed methodology for reviewing project segmental accounting, revenue / profit-sharing arrangements in Consortiums or Joint Ventures, and related accounting and entitlement matters. C3. Proposed methodology for reviewing restructuring-related accounting and financial reporting matters, including receivables allocation, invoicing, accounting adjustments / waivers and related financial statement disclosures. C4. Proposed approach to airport / infrastructure outsourcing and PPP-related financial advisory, including financial modelling, evaluation of commercial and financial proposals, and related financial analysis. C5. Proposed approach to valuation, financial modelling and related advisory assignments, including DCF, key assumptions, sensitivity analysis and assessment of relevant financial and commercial considerations. (Qualitative)(Doc Required)	20
Presentation / Responsiveness / Stakeholder Approach: D1. Understanding and clarity of presentation D2. Practicality of proposed solutions and ability to address PAA-specific issues D3. Communication and stakeholder-management approach (Qualitative)(Doc Required)	10

Previous Audit Experience of Aviation Sector: - Relevant aviation-sector audit experience shall mean an audit engagement of an airline, airport operator or an aviation regulator. Scoring based on the most recent relevant aviation-sector audit assignment completed by the firm: Audit assignment completed within the last 5 years = 15 marks; more than 5 years but not exceeding 10 years = 10 marks; more than 10 years but not exceeding 15 years = 5 marks; no relevant aviation-sector audit experience = 0 marks. (Qualitative)(Doc Required)

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Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Engagement of Financial Consultant	Address: Pakistan Airports Authority, Terminal-1, JIAP Karachi. Schedule: 365 Quantity: 1/job Quantity: 1 job	1/job	50000 PKR

Related Services :

No



TORS (Terms of References)

Positions Without Lots :

Position: Engagement of Financial Consultant

TORs (Terms of Reference):

Attached as Annexure.



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: Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director Finance Pakistan Airports Authority, Terminal-1, JIAP Karachi.

The Consultant Address:

The title of the subject procurement is:Engagement of Financial Consultant

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:

Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director Finance
Pakistan Airports Authority, Terminal-1, JIAP Karachi.

+92-321-464-2990

AdlDFin.Accounts@paa.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:

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.: **P84865**

To: **Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director Finance Pakistan Airports Authority, Terminal-1, JIAP Karachi.**

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: **Pakistan Airports Authority (Pakistan Airports Authority), Sr. Additional Director Finance Pakistan Airports Authority, Terminal-1, JIAP Karachi.**

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]*

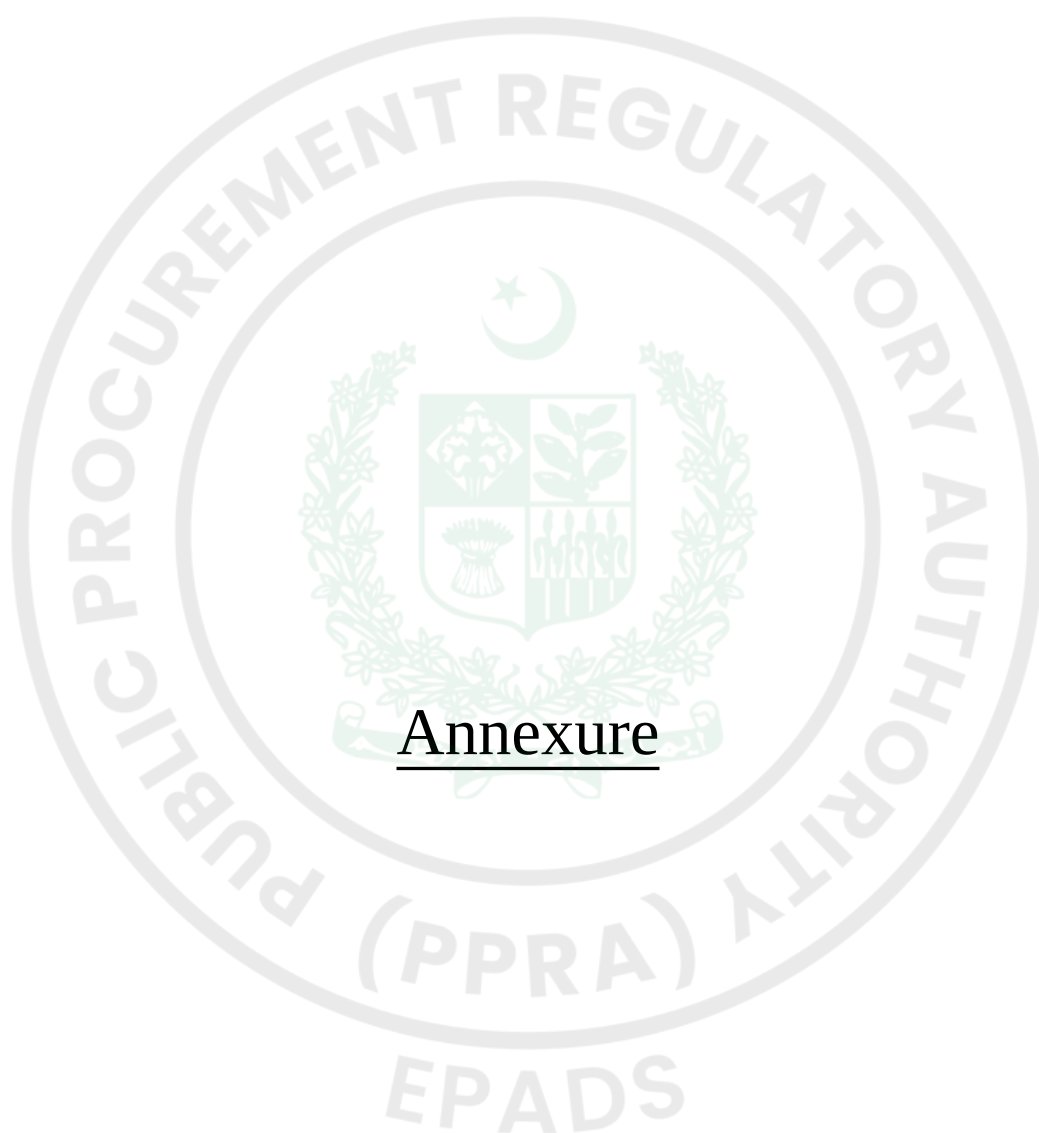
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

RFP

Technical Submission (Vendor)

Document Required

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

Financial Forms

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Forms** (page number: 93)





Procurement Forms







Additional Forms and Documents

PAKISTAN AIRPORTS AUTHORITY



پاکستان ایئرپورٹس اتھارٹی

REQUEST FOR PROPOSAL Engagement of Financial Consultant

Reference No. **P84865**

Issued through the e-Pak Acquisition and Disposal System (EPADS 2.0)

PART I

Section I. Request for Proposal

Procurement Reference No.: P84865

Procuring Agency: Pakistan Airports Authority (PAA)

Method of Selection: Single Stage – Two Envelope, Quality and Cost-Based Selection (QCBS), in accordance with the Public Procurement Regulatory Authority (PPRA) Rules, 2004.

Dear Sir/Madam,

Pakistan Airports Authority ("the Procuring Agency") invites eligible firms to submit Technical and Financial Proposals for the engagement of a Financial Consultant on a retainerhip basis, together with predefined and agreed rates for hours spent in excess of the committed hours, as more particularly described in the Terms of Reference (Section V of this Bidding Document).

This Bidding Document has been generated through the e-Pak Acquisition and Disposal System (EPADS 2.0) and comprises the following:

- Section I – Request for Proposal
- Section II – Instructions to Consultants and Data Sheet
- Section III – Technical Proposal – Standard Forms
- Section IV – Financial Proposal – Standard Forms (**Attached separately**)
- Section V – Terms of Reference, and Annexures I–II
- Section VI – Conditions of Contract and Contract Forms, and Appendices A–D

Proposals shall be submitted electronically through EPADS only, **on or before October 12, 2026 at 1100 hours (PST)**, and the Technical Proposals shall be opened at 1130 hours the same day, in the presence of such Bidders' representatives as choose to attend.

Bid Security: a Pay Order in favour of Pakistan Airports Authority, or a Bid Securing Declaration in the form prescribed in this Bidding Document, at the Bidder's election.

Bidders requiring clarification of this Bidding Document may contact:

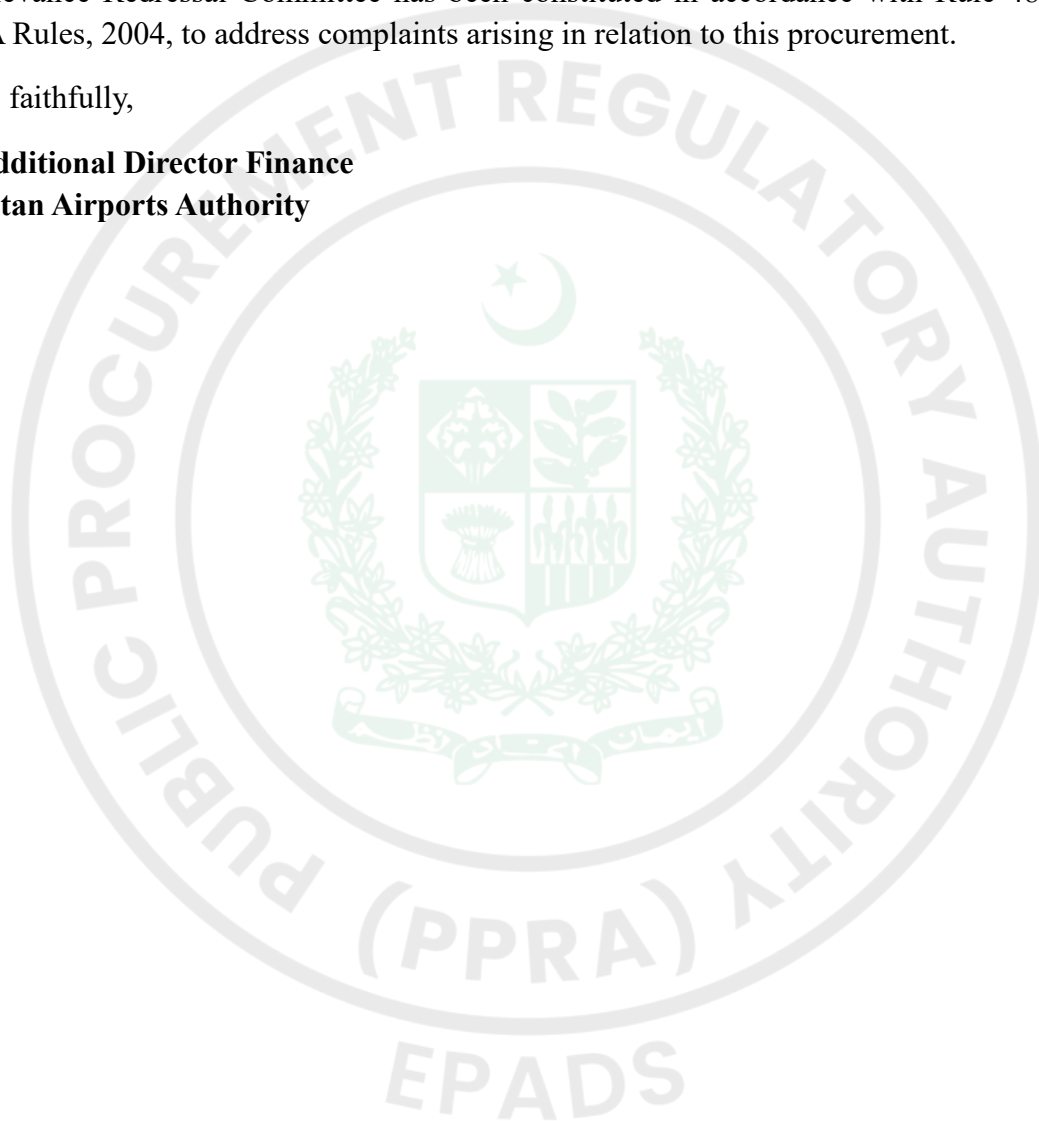
Sr. Additional Director Finance, Pakistan Airports Authority

Tel: +92-99072142, +92-321-464-2990 | Email: AdlDFin.Accounts@paa.gov.pk cc. Muhammad.junaid@paa.gov.pk

A Grievance Redressal Committee has been constituted in accordance with Rule 48 of the PPRA Rules, 2004, to address complaints arising in relation to this procurement.

Yours faithfully,

Sr. Additional Director Finance
Pakistan Airports Authority



Section II. Instructions to Consultants and Data Sheet

A. General Provisions

This procurement is governed by the Public Procurement Regulatory Authority (PPRA) Rules, 2004, and shall be conducted under the Single Stage – Two Envelope, Quality and Cost-Based Selection (QCBS) method. Bidders' attention is drawn to Rule 2(1)(f) of the PPRA Rules, 2004, defining corrupt and fraudulent practices; a Bidder found to have engaged in such practices in competing for or in executing the Contract may be disqualified and/or blacklisted.

B. Preparation of Proposals

Language: the Proposal, and all correspondence relating to it, shall be in English.

One Proposal: each Bidder shall submit only one Proposal, as a single firm; Joint Ventures and consortium bids are not permitted. A firm participating in more than one Proposal for this assignment shall cause all such Proposals to be disqualified.

Proposal Validity: Proposals shall remain valid for a period of one hundred and twenty (120) days from the deadline for submission.

Bid Security: each Proposal shall be accompanied by a Pay Order in favour of Pakistan Airports Authority in the amount specified in the Data Sheet, or, at the Bidder's election, a Bid Securing Declaration in the form prescribed in this Bidding Document.

Clarification and Amendment of the Bidding Document: a prospective Bidder may seek clarification of the Bidding Document up to the date specified in the Data Sheet. The Procuring Agency may amend the Bidding Document at any time prior to the deadline for submission by issuing an addendum through EPADS.

Financial Proposal: the Financial Proposal shall be prepared using Form FIN-1, FIN-2 and FIN-3 (Section IV), quoting a fixed monthly retainer fee and predefined hourly rates, by personnel category, for hours in excess of the committed hours. Prices shall be fixed for the initial Contract period and quoted in Pakistani Rupees inclusive of all applicable taxes other than provincial sales tax on services.

C. Submission, Opening and Evaluation

Submission: Proposals shall be submitted electronically through EPADS only, through the Bidder's own EPADS account.

Withdrawal and Modification: a Bidder may withdraw or modify its Proposal through EPADS at any time before the deadline for submission, but not thereafter.

Opening: the Technical Proposals shall be opened at the date, time and (virtual) place specified in the Data Sheet, in the presence of such Bidders' representatives as choose to attend.

Technical Evaluation: Technical Proposals shall be evaluated against the Evaluation Criteria set out in the Data Sheet. A Bidder scoring less than the minimum qualifying (pass) mark

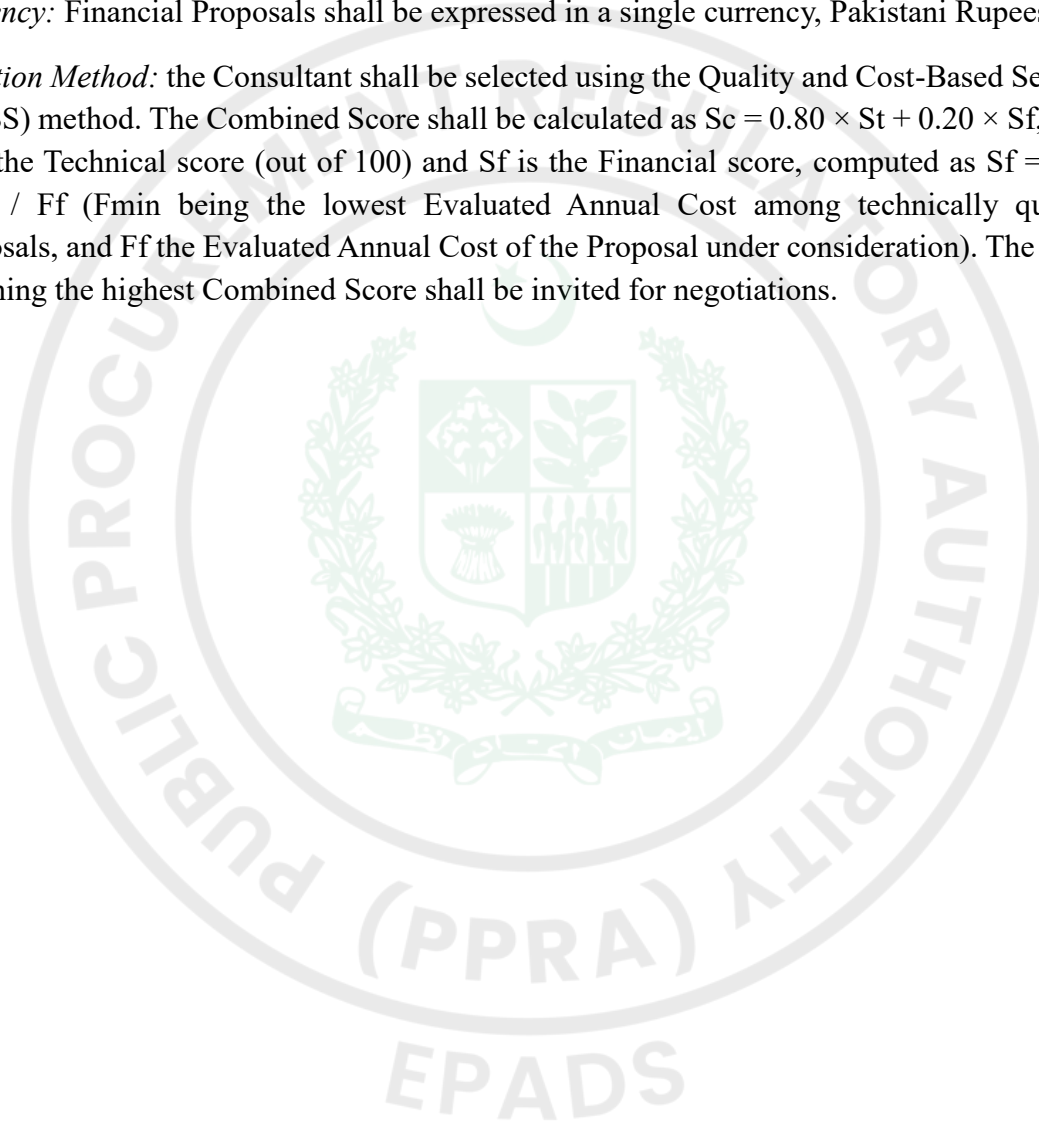
specified in the Data Sheet shall not be considered further, and its Financial Proposal shall remain unopened and shall be returned unopened on request.

Opening of Financial Proposals: the Financial Proposals of technically qualified Bidders shall be opened at a subsequent date to be notified through EPADS.

Correction of Errors: arithmetical errors in a Financial Proposal shall be corrected by the Procuring Agency; in case of a discrepancy between the unit rate and the total amount, the unit rate shall prevail.

Currency: Financial Proposals shall be expressed in a single currency, Pakistani Rupees.

Selection Method: the Consultant shall be selected using the Quality and Cost-Based Selection (QCBS) method. The Combined Score shall be calculated as $Sc = 0.80 \times St + 0.20 \times Sf$, where St is the Technical score (out of 100) and Sf is the Financial score, computed as $Sf = 100 \times Fmin / Ff$ (Fmin being the lowest Evaluated Annual Cost among technically qualified Proposals, and Ff the Evaluated Annual Cost of the Proposal under consideration). The Bidder obtaining the highest Combined Score shall be invited for negotiations.



Proposal Data Sheet

ITB Reference	Particulars
Procuring Agency	Pakistan Airports Authority (PAA)
Subject of Assignment	Engagement of Financial Consultant on Retainership Basis, FY 2026-27
Procurement/Contract Reference	P84865
Method of Selection	Single Stage – Two Envelope, Quality and Cost-Based Selection (QCBS)
Language of Proposal	English
Deadline for Clarifications	Friday, 4 September 2026
Deadline for Submission	Tuesday, 15 September 2026, 1100 hours (PST), through EPADS
Opening of Technical Proposal	Tuesday, 15 September 2026, 1130 hours (PST)
Proposal Validity	120 days from the deadline for submission
Price Basis	Fixed (not subject to price adjustment during the initial Contract period)
Bid Security	Pay Order of PKR 50,000 in favour of Pakistan Airports Authority, or a Bid Securing Declaration
Performance Guarantee	5% of the Contract Price, in the form of a Bank Guarantee issued by a bank listed in Annexure II (List of Acceptable Banks for Performance Bond / Bank Guarantees)
Currency	Pakistani Rupees (PKR) only
Delivery/Duty Location	Pakistan Airports Authority, Terminal-1, JIAP, Karachi
Contract Duration	365 days (12 months) from the Effective Date
Minimum Qualifying (Pass) Mark	70 out of 100
Grievance Redressal	Through EPADS, in accordance with Rule 48 of the PPRA Rules, 2004

Eligibility Criteria

Criterion	Requirement
Tax Registration	Valid FBR National Tax Number (NTN) and Sales Tax/GST Registration
Professional Registration (ICAP)	Registration certificate with the Institute of Chartered Accountants of Pakistan (ICAP) reflecting at least 30 years of experience
Firm Registration with Audit Oversight Board	Registration certificate with Audit Oversight Board (AOB) Pakistan.
Firm Size	Evidence of Minimum ten (10) partners as on the date of submission of the proposal.
Regulatory Panel Status	Evidence that it is on State Bank of Pakistan's Panel of Auditors in 'A' category.
Code of Ethics Compliance	An undertaking, on non-judicial stamp paper, of compliance with the International Federation of Accountants (IFAC) Code of Ethics as applicable in Pakistan. Also, DECLARATION OF CONFLICT OF INTEREST AND PROFESSIONAL INDEPENDENCE as per attached Form .
Global Network Membership	Evidence of its membership status with global audit firm.

Evaluation Criteria (QCBS — Total 100 Marks; Minimum Qualifying Mark: 70)

Category	Sub-Criteria	Sub-total Marks
A. Specific Firm Experience (Total 30 marks)	A1. Project segmental accounting, revenue / profit-sharing in a Consortium or JV and related accounting advisory experience 3+ relevant assignments = 8; 2 = 6; 1 = 3; none = 0	8
	A2. Review of Receivables, Invoicing and its Financial Reporting Matters: 2+ relevant assignments = 7; 1 = 5; none = 0	7
	A3. Airport or infrastructure outsourcing (under Public-Private Partnership model or otherwise) related financial advisory: 3+ relevant assignments = 7; 2 = 5; 1 = 3; none	7

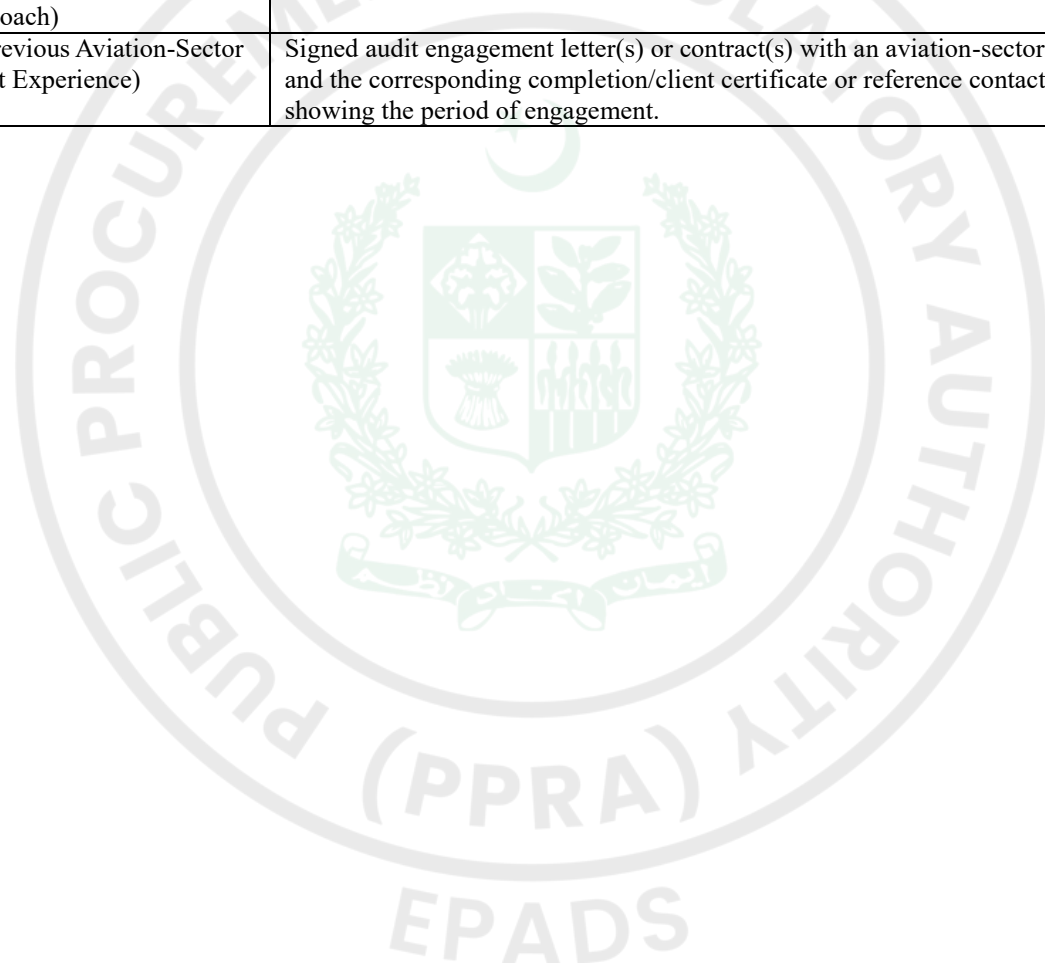
Category	Sub-Criteria	Sub-total Marks
	A4. Valuation, Financial Modelling and Related Advisory Services: 3+ relevant assignments = 4; 2 = 2.5; 1 = 1; none = 0	4
	A5. Government / Public-Sector Advisory clientele: 3+ relevant clients = 4; 2 = 2.5; 1 = 1; none = 0	4
B. Competence and Experience of Proposed Key Team: (25 marks)	B1. Name, qualification & relevant experience of the Lead (Partner) Lead Advisory Partner / Team Leader – relevant transaction advisory experience: 20+ years of professional experience	15
	B2. Key personnel (The proposed personnel should not be replaced during contract execution without prior written approval of the Procuring Agency, and any replacement shall possess qualifications and experience equal to or better than the proposed personnel Relevant Experiences of): Financial modelling/valuation specialist (3 score), restructuring/M&A expert (3 score), IFRS specialist (2 score), support staff (qualified) (2 score) (4 members team other than partner)	10
C. Understanding, Approach, Methodology and Work Plan (20)	C1–C5. Sub-areas per Technical Proposal (Form TECH-1/TECH-4) C1. Overall understanding of the assignment, proposed approach, methodology, resource deployment, deliverables, work plan, milestones and timelines, including coordination among the different workstreams. C2. Proposed methodology for reviewing project segmental accounting, revenue / profit-sharing arrangements in Consortiums or Joint Ventures, and related accounting and entitlement matters. C3. Proposed methodology for reviewing receivables, including receivables allocation, invoicing, accounting adjustments / waivers and related financial statement disclosures. C4. Proposed approach to airport / infrastructure outsourcing related financial advisory, including financial modelling, evaluation of commercial and financial proposals, and related financial analysis. C5. Proposed approach to valuation, financial modelling and related advisory assignments, including DCF, key assumptions, sensitivity analysis and assessment of relevant financial and commercial considerations.	20
D. Presentation, Responsiveness and Stakeholder Approach (10)	D1–D3. Sub-areas D1. Understanding and clarity of presentation D2. Practicality of proposed solutions and ability to address PAA-specific issues D3. Communication and stakeholder-management approach	10
E. Aviation-Sector Audit Experience (15)	Relevant aviation-sector audit experience shall mean an audit engagement of an airline, airport operator or an aviation regulator. Scoring based on the most recent relevant aviation sector audit assignment completed by the firm: Within last 5 years = 15; 5–10 years = 10; 10–15 years = 5; none = 0	15
Total		100

Documentary Evidence Required for Technical Evaluation

Scoring based on number of assignments / clients. – Relevant assignment means an assignment substantially involving the stated area of expertise and performed by the firm for a client, supported by documentary evidence satisfactory to the Procuring Agency. - An assignment may be considered under more than one criterion only where the firm demonstrably performed distinct and substantive scopes of work corresponding to each criterion.

For each criterion, the Bidder shall submit the documentary evidence indicated, in addition to the narrative required by the relevant Technical Proposal form. The Procuring Agency may disregard any claim not supported by the evidence specified.

Criterion	Documentary Evidence Required
A1–A5 (Specific Firm Experience)	Signed contracts, purchase orders or engagement letters; completion/client certificates or acceptance letters; and the reference contact given in Form TECH-2, Part B, for verification.
B1–B2 (Competence of Key Team)	CV (Form TECH-5) signed by the Expert; copies of professional certifications (e.g. ICAP/ACCA/CFA membership certificates); and evidence of years of relevant experience (e.g. employment letters or prior engagement letters).
C1–C5 (Approach, Methodology, Work Plan)	The narrative and work plan submitted at Form TECH-3.
D1–D3 (Presentation, Responsiveness, Stakeholder Approach)	Assessed from the Technical Proposal's presentation.
E (Previous Aviation-Sector Audit Experience)	Signed audit engagement letter(s) or contract(s) with an aviation-sector client, and the corresponding completion/client certificate or reference contact, showing the period of engagement.

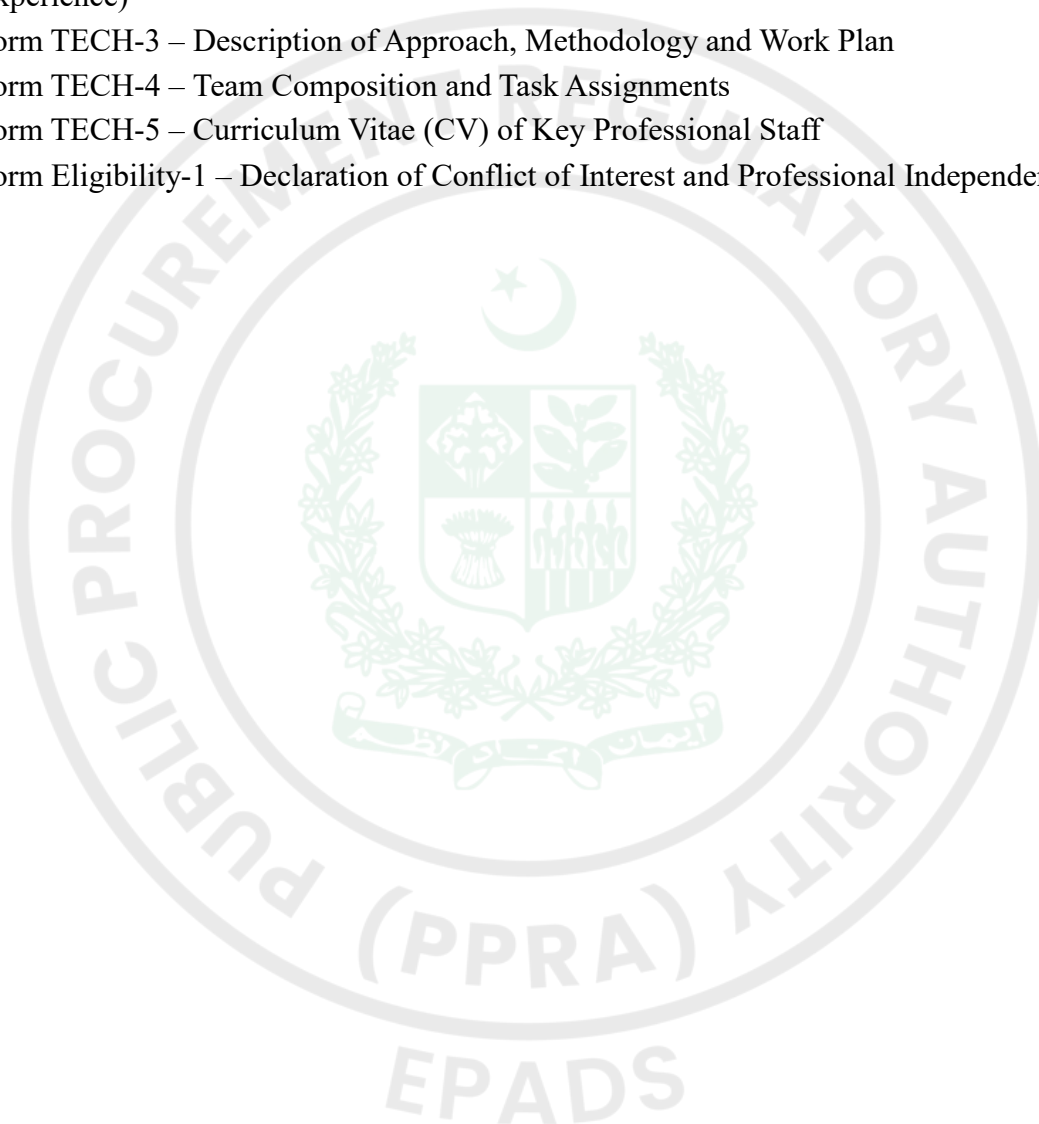


Section III. Technical Proposal – Standard Forms

The Technical Proposal shall comprise the following standard forms, as generated in the Bidding Document:

Checklist of Required Forms

- Form TECH-1 – Technical Proposal Submission Form
- Form TECH-2 – Firm's Organization and Experience (Part A: Organization; Part B: Experience)
- Form TECH-3 – Description of Approach, Methodology and Work Plan
- Form TECH-4 – Team Composition and Task Assignments
- Form TECH-5 – Curriculum Vitae (CV) of Key Professional Staff
- Form Eligibility-1 – Declaration of Conflict of Interest and Professional Independence



Form TECH-1 – Technical Proposal Submission Form

Submitted on the Bidder's letterhead, addressed to the Procuring Agency, confirming: the Bidder's legal status and registration particulars; that the Bidder has examined the Bidding Document and has no reservations thereto; that the Bidder is not participating as a Bidder or Sub-consultant in any other Proposal for this assignment; that the Bidder, its Affiliates or Sub-consultants are not under a declaration of ineligibility for corrupt or fraudulent practices.

(To be submitted on the Bidder's letterhead)

To: The Procuring Agency, Pakistan Airports Authority

Subject: Provision of Financial Consultancy Services on Retainership Basis to Pakistan Airports Authority – Reference No. P84865

Dear Sir,

Having examined the Bidding Document, including any addenda issued, we, the undersigned, offer to provide the above-referenced Services in accordance with this Technical Proposal.

We confirm that:

- our legal status and registration particulars are as set out in the attached supporting documents;
- we have examined the Bidding Document and have no reservations thereto;
- we are not participating as a Bidder or Sub-consultant in any other Proposal for this assignment;
- neither we, our Affiliates, nor our Sub-consultants are under a declaration of ineligibility for corrupt or fraudulent practices.

We undertake, if our Proposal is accepted, to commence the Services within the timeframe stated at paragraph 4 (Reporting Line) and paragraph 5 (Location) of the Terms of Reference at Section V.

Yours faithfully,

Name: _____

Designation: _____

Signature and Seal: _____

Date: _____

Form TECH-2 – Firm's Organization and Experience

Part A (Organization): a description, not exceeding two pages, of the Bidder's organizational background, ownership structure and organogram, relevant to the Services.

[Insert narrative — organizational background, ownership structure and organogram. Space provided below; continue on additional pages if required.]

Part B (Experience): a summary of assignments of a similar nature completed or under way, relevant to the criteria at Section II (Evaluation Criteria, categories A and E), stating client, duration, value, and a brief description of the actual services provided by the Bidder's staff.

S.No.	Client	Assignment / Evaluation Criterion Addressed	Duration (From – To)	Contract Value (PKR)	Description of Services Provided by Bidder's Staff	Reference Contact (Name, Designation, Phone, Email)
1.						
2.						
3.						
4.						
5.						
6.						

The Procuring Agency may contact the reference persons named above to verify the experience claimed; failure to provide a valid, reachable reference contact for an assignment may result in that assignment not being credited under Evaluation Criteria categories A and E.

Form TECH-3 – Description of Approach, Methodology and Work Plan

A narrative statement of the Bidder's understanding of the Terms of Reference (Section V), the proposed approach and methodology for delivering the retainer Services and responding to Specific Assignments, and a work plan indicating the sequencing and timing of the main activities.

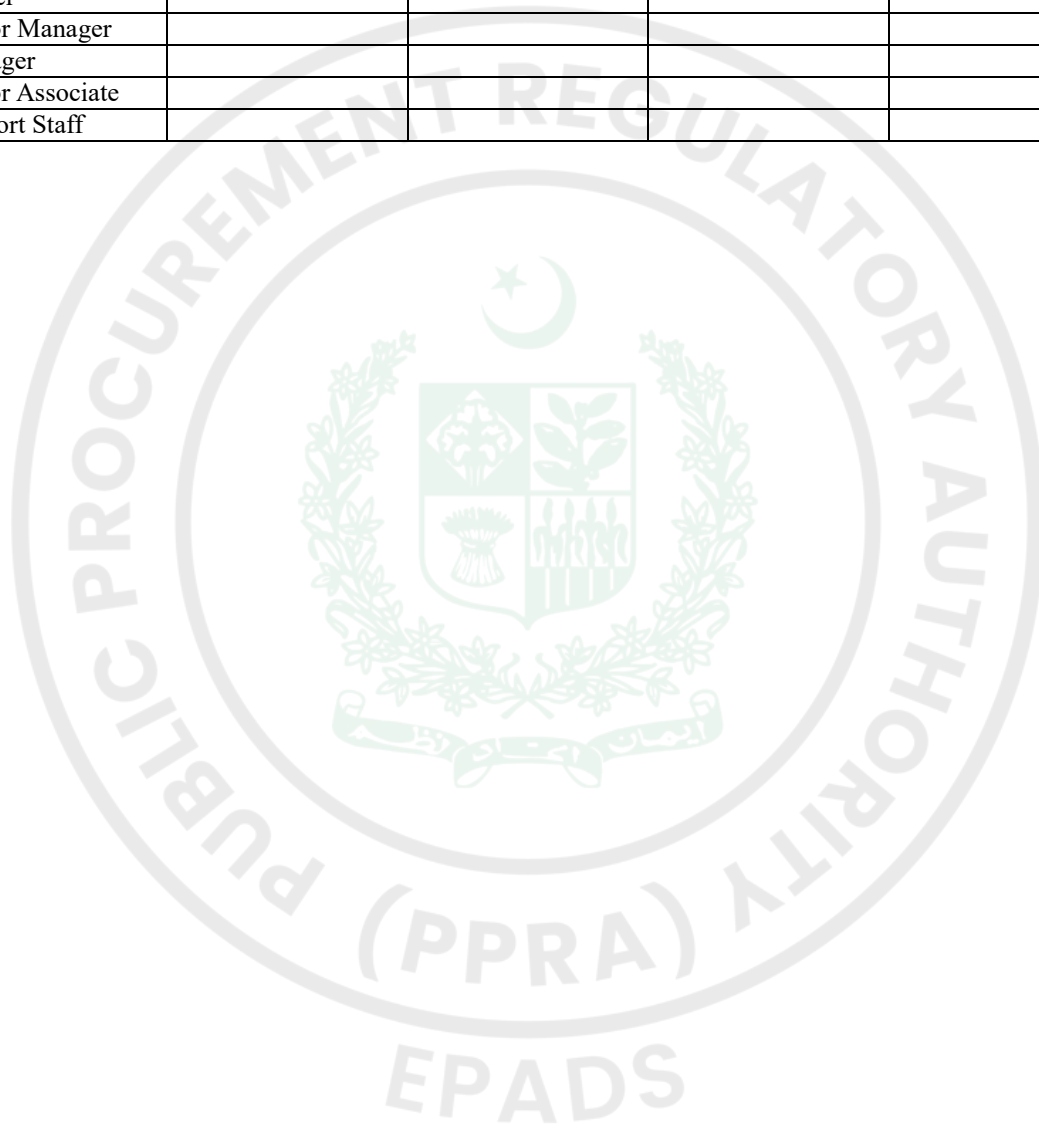
Indicative Work Plan (activities, sequencing and timing):

<i>Activity</i>	<i>Appropriate timeline (e.g. Weekly)</i>	<i>Responsible Personnel</i>

Form TECH-4 – Team Composition and Task Assignments

A table identifying, by personnel category (Partner/Team Leader, Senior Manager, Manager, Senior Associate, Support Staff), the name, position and proposed role of each Key Expert, cross-referenced to the Committed Hours schedule and Appendix B (Key Experts) of this Bidding Document.

Personnel Category	Name	Position / Role	Proposed Role in this Assignment	Committed Hours / Month
Partner / Team Leader				
Senior Manager				
Manager				
Senior Associate				
Support Staff				



Form TECH-5 – Curriculum Vitae (CV) of Key Professional Staff

A CV for each Key Expert named in Form TECH-4, stating qualifications, professional certifications (e.g. ICAP/ACCA/CFA), years of relevant experience, and a summary of assignments demonstrating the experience relied upon in Form TECH-2, signed by the Expert and countersigned by an authorised representative of the Bidder.

(To be completed separately, on a fresh copy of this page, for each Key Expert named in Form TECH-4.)

Name	
Position in the Firm	
Proposed Role for this Assignment	
Nationality	
Years of Relevant Experience	
Professional Certification(s) (e.g. ICAP/ACCA/CFA)	
Educational Qualifications	

Summary of Relevant Assignments (demonstrating the experience relied upon in Form TECH-2):

<i>Assignment / Client</i>	<i>Role Performed</i>	<i>Duration (From – To)</i>	<i>Brief Description of Involvement</i>

I confirm that this CV correctly describes my qualifications and experience, and that I will be available for the Services for the duration of this Contract.

Signature of Expert: _____

Countersigned by (authorised representative of the Bidder):

Date: _____

Form Eligibility-1 – DECLARATION OF CONFLICT OF INTEREST AND PROFESSIONAL INDEPENDENCE

(To be submitted on the Bidder's letterhead)

[In line with applicable professional and ethical requirements, including the Code of Ethics for Chartered Accountants issued by the Institute of Chartered Accountants of Pakistan (ICAP), the Procuring Agency requires the Bidder to disclose all current and recent professional relationships that may create an actual, potential or perceived conflict of interest in relation to the Consultancy Services to be provided to the Pakistan Airports Authority (PAA).

The Consultant may, during the term of the engagement, be required to undertake assignments concerning, or involving, various entities, including but not limited to Punjab Central Business District Development Authority (PCBDDA), Privatisation Commission of Pakistan, transaction counterparties and other entities identified by PAA from time to time.

Accordingly, the Bidders are required to disclose any existing or recent engagement with such entities, including engagements as statutory/external auditor, internal auditor, financial advisor, management consultant or other professional advisor, where such relationship may give rise to a conflict of interest or impair the firm's professional independence or objectivity

To: The Procurement Agency

[Insert Address]

Subject: Declaration of Conflict of Interest and Professional Independence

We, the undersigned, hereby confirm and solemnly declare that:

- Neither our firm nor, to the best of our knowledge, any of our partners, network firms, branch offices have any current or recent professional engagement that gives rise to an actual conflict of interest, or materially impairs our professional independence or objectivity, in relation to the Consultancy Services contemplated under this TOR.
- Without limiting the foregoing, we have reviewed and disclosed below any current or recent engagement, during the three (3) years immediately preceding the bid submission deadline of **[Insert Date]**, with entities that may be the subject of, or materially relevant to, assignments contemplated under this engagement, including but not limited to:
 - Punjab Central Business District Development Authority (PCBDDA);
 - Privatisation Commission of Pakistan;
 - other entities that may have operational or otherwise known relationship with PAA (that is reasonably expected to be a public knowledge) and could materially affect the assignments undertaken by the Consultant for PAA.

Name of Entity	Nature of Engagement	Engagement Period of Engagement	Current/Completed	Potential Relevance to PAA Assignment

- If there are no such engagements, we confirm “NIL”

Conflict of Interest

- We confirm that we have reviewed our firm's current and recent professional engagements and have disclosed all relationships known to us that may give rise to an actual, potential or perceived conflict of interest in relation to the Consultancy Services.

- We acknowledge that the Consultancy Services may involve assignments concerning entities for which our firm, its partners, network firms, branch offices or associated entities may have provided or may currently be providing professional services.
- We undertake to immediately disclose to PAA any actual, potential or perceived conflict of interest that arises or becomes known to us during the procurement process or during the term of the engagement.

Professional Independence

- We confirm that neither our firm nor the personnel proposed for the engagement have any relationship, interest or other circumstance that would materially impair their professional independence, objectivity or ability to provide impartial and professional advice to PAA in relation to the Consultancy Services.
- The firm and the personnel assigned to the engagement shall comply with applicable professional and ethical requirements concerning independence, objectivity, integrity and conflicts of interest, including the requirements of the ICAP Code of Ethics, to the extent applicable to the nature of the relevant assignment.

Assignment-Specific Conflicts

- We acknowledge that individual assignments under the Consultancy Services may concern entities with which the firm or its network/associated entities have existing or prior professional relationships.
- Before accepting any such assignment, we undertake to disclose the relevant relationship to PAA and provide all information reasonably required by PAA to assess whether an actual, potential or perceived conflict of interest exists.
- PAA shall have the right to determine whether such conflict can be appropriately managed through safeguards, restrictions or other measures. Where PAA determines that the conflict cannot be adequately managed, or that the firm's professional independence or objectivity would be materially impaired, the firm shall not be eligible to undertake the relevant assignment.

Disqualification

- We acknowledge and agree that any material misrepresentation, concealment or non-disclosure of a conflict of interest or other relevant professional relationship may constitute a material breach of the bidding requirements and may result in immediate disqualification of the Bidder from the procurement process.
- Further, where an actual conflict of interest exists (i.e. past 03 year relationship as external, internal auditors or providing consultancy services to above noted entities to which PAA intends to have consultancy assignments and also conclude that conflict of interest exists), or where the Bidder's professional independence or objectivity is materially impaired such that the conflict cannot reasonably be managed or mitigated, the PAA shall have the right to disqualify the Bidder from the procurement process or, where the conflict arises in relation to a particular assignment after award, exclude the appointed Consultant from that

assignment, in accordance with the applicable procurement rules and the terms of the contract.

- Where a conflict is identified after award and is determined by PAA to be incapable of adequate mitigation, PAA may take such further contractual action as may be provided under the contract and applicable procurement rules, including termination where warranted.

Accuracy of Declaration

- We confirm that the information provided in this declaration is true, complete and accurate to the best of our knowledge and belief.
- We acknowledge that PAA may verify the information provided in this declaration and may require further information or supporting documentation regarding any disclosed relationship or engagement.

Authorised Signature: _____

Name of Signatory: _____

Designation: _____

Name of Firm: _____

Date: _____

Official Stamp/Seal: _____

Section IV. Financial Proposal – Standard Forms

Attached separately (to be submitted separately)



Section V. Terms of Reference

Consultant's Terms of Reference

1. *Objectives.* To engage a Financial Consultant on a retainer basis to provide continuing financial advisory, accounting-standards and transaction-support services to the Procuring Agency, may be supplemented by defined Specific Assignments outside the scope of the retainer.

2. *Scope of Retainer Services.* The retainer covers routine financial advisory support within the areas evaluated at Section II (segmental accounting and joint-venture profit-sharing, receivables/invoicing/restructuring reporting, airport/infrastructure advisory, valuation and financial modelling, and IFRS matters).

2.1 Review complex accounting and financial reporting matters, including applicable IFRS/IAS and related regulatory requirements.

2.2 Provide written technical memoranda, accounting opinions and financial consultancy notes on matters referred by PAA.

2.3 Review financial models, valuations, business cases and financial analyses prepared by PAA or third parties.

2.4 Provide financial analysis and consultancy support for projects, infrastructure, outsourcing and transaction-related matters.

2.5 Attend management, and / or Board's Committee meetings and support preparation of briefing notes, presentations and decision papers when requested.

3. *Duration.* The initial Contract period is twelve (12) months from the Effective Date, renewable by mutual written consent of the Parties in accordance with Part B, paragraph B.6 of the Annexure to this Bidding Document.

4. *Reporting Line.* The Consultant shall report to the focal person designated by the Procuring Agency's Finance Directorate and submit monthly reports (Requisite Deliverables) .

5. *Location.* Services shall be performed principally at the Consultant's own premises, with attendance at Pakistan Airports Authority, Terminal-1, JIAP, Karachi as reasonably required.

6. *Committed Hours.* The Consultant shall maintain the minimum monthly availability of Key Experts set out in the Committed Hours schedule below. Notwithstanding that availability obligation, no individual item of work shall commence under this paragraph except in accordance with the prior email-approval mechanism in paragraph B.3 of the Annexure to this Bidding Document, which applies equally to Committed Hours and Extra Hours.

Personnel Category	Minimum Hours / Month	Minimum Hours / Year
Partner / Team Leader	5	60
Senior Manager	8	96
Manager	10	120
Senior Associate	12	144
Support Staff	15	180
Total	50	600

7. *Specific Assignment / Call-Off Mechanism.* Where the Procuring Agency requires services beyond the scope of the retainer described in paragraph 2 above, or wishes to obtain the Consultant's advice or consultation on a "Specific Assignment", it shall issue a written assignment request specifying the scope and nominated personnel. Within five (5) working days of receipt, the Consultant shall submit its estimate of the hours required to complete the Specific Assignment, by personnel category. The Procuring Agency shall review the estimate and, where it considers the estimated hours excessive, may rationalise them; the Procuring Agency's determination of the hours approved for a Specific Assignment shall be final. No work shall commence on a Specific Assignment until the Procuring Agency's designated officer has approved the request and the approved hours by email, consistent with the email-approval mechanism in paragraph B.3 of the Annexure to this Bidding Document. Payment for a Specific Assignment shall be limited to actual hours approved, at the hourly rates in Form FIN-2; the Consultant has no minimum utilisation guarantee in respect of Specific Assignments.

8. *Deliverables.* The Consultant shall deliver: (a) a monthly activity report summarising work performed against the retainer scope and any Specific Assignment(s); (b) the monthly timesheet and invoice required under B.4 of the Annexure to this Bidding Document; (c) for each Specific Assignment, a discrete memorandum, analysis or report addressing the scope approved under paragraph 7 above; (d) the annual reconciliation statement required under B.5 of the Annexure to this Bidding Document; and (e) such other reports, memoranda or analyses as are agreed under the retainer scope or a Specific Assignment. All deliverables shall be in writing, dated, and reviewed and signed off in accordance with paragraph 10 (Quality Assurance) below before submission to the Procuring Agency.

9. *Service Levels.* The Consultant shall respond to routine requests within the timeframes agreed with the focal person, and to urgent matters in accordance with Part B, paragraph B.3 of the Annexure to this Bidding Document.

10. *Quality Assurance.* All deliverables shall be reviewed and signed off by the Lead Partner or Team Leader before submission to the Procuring Agency.

11. *Procuring Agency's Responsibilities.* The Procuring Agency shall designate a focal person, provide timely access to records and personnel reasonably required for the Services, and respond to requests for approval of Extra Hours and Specific Assignments within the timeframes set out in Part B of the Annexure to this Bidding Document.

12. *Limitations.* The Consultant's role is advisory; it does not extend to statutory audit, execution of transactions, or the exercise of any decision-making authority reserved to the Procuring Agency.

Annexures

The following form is appended for completeness, for use where a declaration regarding blacklisting is required.

ANNEXURE-I

AFFIDAVIT (REGARDING BLACKLISTING)

(To be submitted on non-judicial stamp paper of not less than Rupees 100, duly attested and provided by the firm.)

Subject: Provision of Financial Consultancy Services on Retainership Basis to Pakistan Airports Authority – Reference No. P84865

I/We, the undersigned, do solemnly declare that M/s [Name of the Firm] is not currently blacklisted or debarred by any procuring agency in Pakistan as on the date of closing of this Bid.

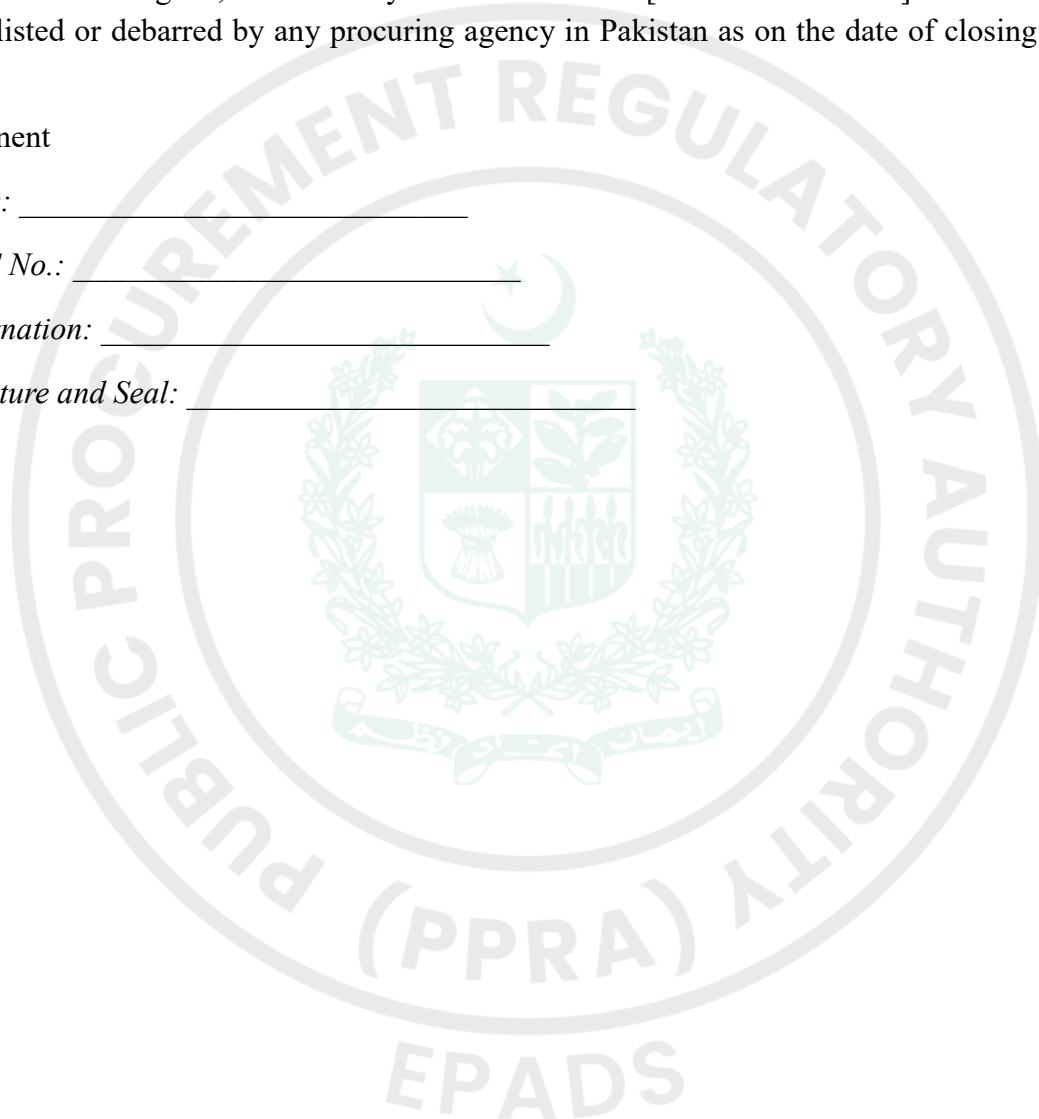
Deponent

Name: _____

CNIC No.: _____

Designation: _____

Signature and Seal: _____



ANNEXURE-II

LIST OF ACCEPTABLE BANKS FOR PERFORMANCE BOND / BANK GUARANTEES

Reproduced below, for the Bidder's reference, is the Procuring Agency's current list of banks whose Irrevocable Performance Bonds / Bank Guarantees are acceptable for the purpose of the Performance Guarantee specified in the Data Sheet. The Consultant's Performance Guarantee shall be issued by a bank appearing on this list.

HEADQUARTERS CIVIL AVIATION AUTHORITY (Finance Directorate)

Director P&D
Director Engineering Services
Project Director, IIAP / AIIAP / Gwadar / Thar Projects
Director Commercial & Estates

LIST OF BANKS FOR PERFORMANCE BOND/ BANK GUARANTEES

- Reference our letter of even number dated 04th January, 2018 on the captioned subject.
- It is informed that the Irrevocable Performance Bond / Bank Guarantees duly issued by following banks would be acceptable to CAA.

Sr. No.	Name of Banks
	Public Sector Banks
1.	National Bank Of Pakistan
2.	Sindh Bank Limited
3.	The Bank of Punjab
	Private Sector Banks
4.	Allied Bank Limited
5.	Askari Bank Limited
6.	Bank Al-Habib
7.	Faysal Bank Limited
8.	Habib Bank Limited
9.	Habib Metropolitan Bank Limited
10.	JS Bank Limited
11.	MCB Bank Limited
12.	Samba Bank Limited
13.	Soneri Bank Limited
14.	Standard Chartered Bank (Pakistan) Limited
15.	United Bank Limited
16.	Industrial and Commercial Bank of China Limited
	Islamic Banks
17.	Al Baraka Bank (Pakistan) Limited
18.	BankIslami Pakistan Limited
19.	Dubai Islamic Bank (Pakistan) Limited
20.	Meezan Bank Limited

- All concerned may be informed accordingly.
- This is for strict compliance.


(TAHIR MAHMOOD)
Director Finance

LM No: HQCAA/2813/063/FNMP/I

1293

Date: 18th June, 2021

Copy to:

- > PSO to DGCAA
- > Secy to Addl. DGCAA
- > Addl. Director Fin (Disbursement)
- > Addl. Director Fin (Billing)
- > Addl. Director (T&I)

PART II

Section VI. Conditions of Contract and Contract Forms

Contract for Consultant's Services

This CONTRACT is made on the ____ day of _____, 20____, between Pakistan Airports Authority ("the Procuring Agency"), and M/s _____ ("the Consultant").

WHEREAS the Procuring Agency has requested the Consultant to provide financial consultancy services on a retainer basis, as more particularly described in Section V (Terms of Reference) of the Bidding Document ("the Services"); and WHEREAS the Consultant, having represented to the Procuring Agency that it has the necessary professional skills, personnel and resources, has agreed to provide the Services on the terms and conditions set out in this Contract;

NOW THEREFORE the Parties agree as follows: (1) the General Conditions of Contract, the Special Conditions of Contract, and the Appendices attached hereto form an integral part of this Contract; (2) the Consultant shall perform the Services in accordance with the provisions of this Contract; and (3) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of this Contract.

IN WITNESS WHEREOF the Parties have caused this Contract to be signed in their respective names.

For and on behalf of Pakistan Airports Authority **For and on behalf of the Consultant**

Witness 1

Witness 2

General Conditions of Contract

The General Conditions of Contract; Their principal headings are: A. General Provisions (GC 1–10: Definitions, Relationship of the Parties, Law, Language, Headings, Communications, Location, Authority of Member in Charge, Authorised Representatives, Fraud and Corruption); B. Commencement, Completion, Modification and Termination (GC 11–19); C. Obligations of the Consultant (GC 20–29); D. Consultant's Experts and Sub-Consultants (GC 30–35); E.

Obligations of the Procuring Agency (GC 36–41); F. Payments to the Consultant (GC 42–47); G. Fairness and Good Faith (GC 48); H. Settlement of Disputes (GC 49). The Special Conditions of Contract below amend and supplement specific GC Clauses.

Special Conditions of Contract

The Special Conditions of Contract (SCC) amend and supplement the corresponding Clauses of the General Conditions of Contract (GCC). Number of GC Clause references are to the GCC as generated by EPADS.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (Definitions)	The following definitions are appended to GCC Clause 1.1, for use wherever "Fraud and Corruption" appears in the General Conditions of Contract (including GCC Clauses 10.1, 19.1.2 and 25.2): "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or its property to influence improperly the actions of a party. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. "Obstructive practice" means deliberately destroying, falsifying, altering or concealing evidence material to an investigation, making false statements to investigators, or threatening, harassing or intimidating any party to prevent it disclosing matters relevant to an investigation. "Prohibited practice" means any of the practices defined above. Any word, phrase or term not otherwise defined in this Contract shall have the meaning assigned to it under the Public Procurement Regulatory Authority Ordinance, 2002 and the Public Procurement Rules, 2004, as amended. In the event of any conflict, the said Ordinance and Rules shall prevail.
6.1 and 6.2 (Communications)	<i>The addresses are:</i> Procuring Agency — Sr. Additional Director Finance, Pakistan Airports Authority, Terminal-1, JIAP, Karachi. Tel: +92-321-464-2990. Email: AdlDFin.Accounts@paa.gov.pk . Consultant — [name, address, telephone and email to be inserted at Contract signature].
8.1 (Authority of Member in Charge)	Not applicable. The Consultant participates as a single firm, and GCC Clause 8.1 (Authority of Member in Charge) does not apply.
9.1 (Authorised Representatives)	<i>For the Procuring Agency:</i> Sr. Additional Director Finance, Pakistan Airports Authority, or any other official nominated by the Procuring Agency. <i>For the Consultant:</i> [name, title — to be inserted at Contract signature].
11.1 (Effectiveness; Termination for Non-Effectiveness; Commencement; Expiration)	<i>Effectiveness conditions:</i> N/A. This Contract shall come into force and effect on the Effective Date, being the date of issuance of the Procuring Agency's Letter of Commencement of Services , provided the Contract has by then been signed by both Parties.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Termination of Contract for Failure to Become Effective (GCC 12.1): sixty (60) days from the date of Contract signature. Commencement of Services (GCC 13.1): the Consultant shall confirm availability of Key Experts and commence the Services not later than seven (7) days after the Effective Date. Expiration of Contract (GCC 14.1): twelve (12) months from the Effective Date, corresponding to the initial committed-hours period in Section V (Terms of Reference), unless extended by the mutual written consent of the Parties under the Special Condition on GC 33/43.3 (Price Adjustment) below.
21.1.2.1 (Conflict of Interest — Disqualification)	The Procuring Agency reserves the right to determine, on a case-by-case basis, whether the Consultant, any Affiliate, or any Sub-consultant should be disqualified from providing further goods, works, services or consultancy to the Procuring Agency by reason of a conflict of the nature described in GCC Clause 21.1.3, having regard to the nature of the retainer Services performed and the information to which the Consultant has had access.
23.1 (Liability of the Consultant)	Except in the case of fraud, gross negligence or wilful misconduct on the part of the Consultant or any person acting on its behalf, the Consultant's aggregate liability to the Procuring Agency arising out of or in connection with this Contract, whether in contract, tort or otherwise, shall not exceed an amount equal to two (2) times the total remuneration paid or payable to the Consultant under this Contract (aggregating the retainer fee and all amounts billed for Extra Hours and Specific Assignments) in the twelve (12) months immediately preceding the event giving rise to the claim. This limitation shall not apply to the Consultant's liability for breach of its confidentiality obligations, or to third-party claims for which the Consultant is liable under the Applicable Law. Neither Party shall be liable to the other for indirect, incidental or consequential loss or loss of profits. This limitation of liability shall survive for two (2) years from the date of expiry or termination of this Contract.
27.1 (Proprietary Rights of the Procuring Agency in Reports and Records)	Notwithstanding GCC Clause 27.1, the Consultant shall retain all right, title and interest in its own pre-existing methodologies, software, financial models, templates and other proprietary tools used in performing the Services ("Consultant's Background IP"). Nothing in this Contract transfers ownership of the Consultant's Background IP to the Procuring Agency. Where a deliverable incorporates Consultant's Background IP, the Consultant grants the Procuring Agency a non-exclusive, perpetual, royalty-free licence to use it solely as embedded in that deliverable for the Procuring Agency's internal purposes.
33 (Removal of Experts or Sub-consultants)	Add as GCC Clause 33.4: the Consultant shall bear all additional costs, including travel, mobilisation and handover costs, arising out of or incidental to the removal and/or replacement of any Expert under this Clause, save where the removal arises from circumstances outside the reasonable control of the Consultant as described in GCC Clause 31.2.
33 / 43.3 (Price Adjustment)	Price adjustment on the remuneration does not apply during the initial twelve (12)-month Contract period. Where the Procuring Agency and the Consultant agree in writing to renew or extend this Contract, the retainer fee and the hourly rates in Form FIN-2 for the renewal period may be revised by mutual written agreement, provided any increase does not exceed the percentage increase in the Consumer Price Index (National), published by the Pakistan Bureau of Statistics, for the twelve (12) months

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	preceding the renewal, or ten percent (10%) per annum, whichever is lower.
42.2 (Ceiling Amount)	The Contract ceiling amount is the Evaluated Annual Cost of the Consultant's Financial Proposal (Form FIN-2) as accepted by the Procuring Agency: PKR [to be inserted at Contract signature]. This amount, and the rates underlying it, is fixed for the initial twelve (12)-month Contract period and is not subject to price adjustment during that period; it may only be revised for a renewal period in accordance with the Special Condition on GC 33/43.3 (Price Adjustment) above.
45.1 (Currency of Payment)	Pakistani Rupees (PKR) only.
46.1(a) (Advance Payment)	Not applicable. The Consultant shall be remunerated in arrears on a monthly basis, comprising the monthly retainer fee together with any amounts due for Extra Hours and Specific Assignments approved and duly billed in that month, as set out in the Special Condition on Retainership Fee and Extra-Hours Billing Mechanism below.
47.1 (Interest on Delayed Payments)	Not applicable.

Special Condition: Retainership Fee and Extra-Hours Billing Mechanism

This Special Condition supplements GCC Clauses 42 (Ceiling Amount), 43 (Remuneration and Reimbursable Expenses) and 46 (Mode of Billing and Payment), and shall be read together with the Committed Hours schedule and paragraph 7 (Specific Assignment / Call-Off Mechanism) of the Terms of Reference at Section V.

B.1 Committed Hours and Retainer Fee

The Consultant shall maintain the minimum monthly availability of Key Experts set out in the Committed Hours schedule (Partner/Team Leader, Senior Manager, Manager, Senior Associate and Support Staff), aggregating fifty (50) hours per month / six hundred (600) hours per year. The monthly retainer fee quoted in Form FIN-2 is payable in full for each month in which such availability is maintained, irrespective of whether the full committed hours are actually utilised by the Procuring Agency in that month. Notwithstanding the foregoing, no item of work — whether within that month's Committed Hours or constituting Extra Hours — shall commence except in accordance with the prior email-approval mechanism in B.3 below.

Committed hours do not carry forward. Any part of the committed hours not utilised by the Procuring Agency in a given month shall lapse at the end of that month and shall not entitle the Consultant to any additional fee, nor reduce the Consultant's obligation to remain available in the following month.

B.2 Extra Hours Over and Above Committed Hours

Where the Procuring Agency requires, in connection with the retainer Services, hours of a Key Expert in any month in excess of that Expert's committed hours for that month ("Extra Hours"), such Extra Hours shall be billed at the fixed hourly rate for the relevant personnel category set

out in Form FIN-2, which rate shall remain fixed for the initial twelve (12)-month Contract period.

Extra Hours are distinct from a Specific Assignment commissioned under paragraph 7 of the Terms of Reference, which follows its own call-off procedure. As with Committed Hours, no Extra Hours may be incurred except in accordance with the prior email-approval mechanism in B.3 below.

B.3 Prior Approval Required Before Any Hours Are Incurred

Before commencing any item of work under this Contract, whether to be performed within that month's Committed Hours or as Extra Hours, the Consultant shall Email the Procuring Agency's designated focal person the scope of the work and its estimate of the hours required. No work shall commence, and no hours (Committed or Extra) shall count towards utilisation or be billable, until the focal person has confirmed the hours by email; the focal person's confirmation email is the Procuring Agency's sole recognised form of prior approval for this purpose. In rare cases, where the Authority believes that hours communicated by the firm are not rational, it may propose rationalised hours which are to be spent on a specific consultation, assignment, task or work. Nevertheless, the Authority's decision / confirmation related to hours, after due consideration and discussion with firm, shall be treated as final and applicable for all assignments / work. Where a genuinely urgent matter requires the Consultant to commence work before such email confirmation can be obtained, the Consultant shall notify the focal person by email of the anticipated hours without delay, and the Procuring Agency shall confirm or decline authorisation by email within two (2) working days of such notification. Hours incurred without either prior or such prompt retrospective email confirmation shall not be billable and, in the case of Committed Hours, shall not count towards the Consultant's utilisation for that month.

B.4 Timesheets and Invoicing

Each month, the Consultant shall submit a timesheet, in a form acceptable to the Procuring Agency, showing by personnel category the Committed Hours actually utilised, the resulting balance (if any) of that month's Committed Hours, and all Extra Hours, with each entry cross-referenced to the focal person's email approval obtained under B.3 above; the timesheet shall be signed by the relevant Key Expert and countersigned by the Consultant's Partner/Team Leader, and verified by the Procuring Agency's focal person before submission of the corresponding invoice.

The Consultant shall submit a single monthly invoice comprising: (i) the fixed monthly retainer fee; (ii) charges for Extra Hours approved under B.3 above; (iii) fees for any Specific Assignment(s) billed in accordance with paragraph 7 of the Terms of Reference; and (iv) reimbursable expenses, if any, supported by receipts, together with a brief monthly activity report. GCC Clause 46.1(c) (payment within sixty (60) days of receipt of a duly supported invoice) shall apply to each such monthly invoice.

B.5 Annual Reconciliation

Within thirty (30) days of each twelve (12)-month anniversary of the Effective Date, the Consultant shall furnish the Procuring Agency with a reconciliation statement showing, by personnel category, the committed hours made available, the hours actually utilised, and the Extra Hours billed during the preceding twelve (12) months. No payment shall be due to, or refund owed by, the Consultant on account of committed hours not utilised, consistent with B.1 above.

B.6 Renewal of the Retainer

This Contract may be renewed or extended beyond the initial twelve (12)-month period only by the mutual written consent of both Parties; neither Party is obliged to agree to any such renewal or extension. Either Party may propose a renewal or extension by written notice to the other not less than sixty (60) days before expiry of the then-current term. Any resulting renewal or extension shall be on the terms set out in the Special Condition on GC 33/43.3 (Price Adjustment) above, and shall be effected by written amendment to the Contract signed by both Parties prior to expiry of the then-current term.

Appendices

Appendix A – Terms of Reference

To be imported from Section V (Terms of Reference) of this Bidding Document, including the Committed Hours schedule, at the finalisation of the Contract.

Appendix B – Key Experts

To be imported from Form TECH-4 (Team Composition and Task Assignments) of the Consultant's accepted Proposal, cross-referenced to the Committed Hours schedule at Section V:

Personnel Category	Name	Minimum Committed Hours / Month
Partner / Team Leader	[to be inserted]	5
Senior Manager	[to be inserted]	8
Manager	[to be inserted]	10
Senior Associate	[to be inserted]	12
Support Staff	[to be inserted]	15

Appendix C – Consultants' Remuneration

To be imported from the Consultant's accepted Form FIN-1, FIN-2 and FIN-3 at the finalisation of the Contract: the monthly retainer fee, the hourly rate card by personnel category (for Extra Hours and Specific Assignments), all as accepted following the QCBS evaluation described in

Section II, together with the reference rates for out-of-pocket/reimbursable expenses (reimbursed at actual, receipted cost, and excluded from that evaluation).

Appendix D – Services to be Provided by the Procuring Agency

The Procuring Agency shall make available to the Consultant, free of charge and for the purposes of the Services:

- A designated focal person for day-to-day coordination and for approvals under the Special Condition on Retainership Fee and Extra-Hours Billing Mechanism;
- Timely access to such financial records, systems and personnel of the Procuring Agency as are reasonably required for the performance of the retainer Services and any Specific Assignment;
- Office space and IT connectivity for the Consultant's Key Experts when working on the Procuring Agency's premises at Terminal-1, JIAP, Karachi; and
- Prompt review and approval or rejection, within the timeframes set out in the Special Condition referred to above, of requests for Extra Hours and Specific Assignments.

GCC Cross-Reference Checklist

Following references in GCC clauses are covered in 'Additional Forms and Documents Section' as cross referenced below with their respective impacts:

Reference (GCC Clause or otherwise)	Subject	Refers To	Status in Additional Forms and Documents (with overriding impact)
Proposal Data Sheet	The Price shall be fixed.	BDS clause # 9 and ITB Number 105	Monthly Retainership + predefined designation wise hourly rate for actual hours spent over committed hours
35.1–35.2	Working Hours, Overtime, Leave	Appendix B	Applicable Office working hours Procuring Agency and public holidays.
39.1–39.2	Services, Facilities and Property of Procuring Agency	Appendix A	Appendix D (Services to be Provided by the Procuring Agency)
40.1–40.2	Counterpart Personnel	Appendix A	Appendix D, bullet 1, the procuring agency will designate a focal person for coordination
46.1(a)	Advance Payment – bank guarantee form	Appendix E	Not applicable in current procurement / engagement Services
24.1	Insurance to be Taken out by Consultant – risks/coverage	SCC	Not required.
44.1–44.2	Taxes and Duties	SCC	Please refer to Section II “B. Preparation of Proposals “.
46.1(a)	Advance Payment – amount/guarantee terms/set-off	SCC	Not allowed
47.1	Interest on Delayed Payments – annual rate	SCC	Not allowed.

Section IV. Financial Proposal – Standard Forms

Form FIN-1 – Financial Proposal Submission Form

Submitted on the Bidder's letterhead, addressed to the Procuring Agency, stating the total price of the Financial Proposal (the Evaluated Annual Cost per Form FIN-2), confirming that the price is fixed for the initial twelve (12)-month Contract period, inclusive of all applicable taxes other than provincial sales tax on services, and that the Proposal shall remain valid for the period stated in the Data Sheet.



Form FIN-2 – Summary of Costs

Summary of Costs:

Item	Amount (PKR)
1. Retainer Fee (Monthly)	
2. Annual Retainer Fee (Item 1 × 12)	

Hourly Rate Card and Notional Quantities (for evaluation purposes only — the quantities below do not commit the Procuring Agency to procure or utilise any Specific Assignment hours, and do not represent the Committed Hours schedule at Section V): Personnel Category	Notional Hours	Hourly Rate (PKR)	Notional Amount (PKR)
Partner / Engagement Director	100		
Director / Senior Financial Advisor	200		
Manager / Associate Director	300		
Senior Associate / Analyst	400		
Other Specialist	200		
Monthly Retainer × 12 months	—	—	

- *Evaluated Annual Cost = (12 × Monthly Retainer) + (100 × Partner rate) + (200 × Director rate) + (300 × Manager rate) + (400 × Senior Associate rate) + (200 × Specialist rate).*
- *The notional hours do not constitute a commitment by PAA to procure or utilize those hours. Actual payments shall be based on the fixed retainer and actual approved hours for Specific Assignments, subject to the Agreement.*
- *Out-of-Pocket/reimbursable expenses (Form FIN-3) are excluded from the Evaluated Annual Cost and are not evaluated; they are reimbursed at actual, receipted cost as set out in Form FIN-3.*
- *Financial score: $S_f = 100 \times F_{min} / F_f$, where F_{min} is the lowest Evaluated Annual Cost among technically qualified Proposals and F_f is the Evaluated Annual Cost of the Proposal under consideration.*

Form FIN-3 – Reference Rates for Out-of-Pocket/Reimbursable Expenses

Not part of, and excluded from, the Evaluated Annual Cost and financial evaluation. Out-of-pocket and reimbursable expenses are reimbursed strictly on an actual, receipted basis, subject to prior email authorisation under B.3 of the Annexure to this Bidding Document and verification by the Procuring Agency against supporting bills. The rates below are indicative reference rates for standardised, quantifiable items only; items not listed (e.g., air travel, out-of-station accommodation) shall likewise be reimbursed at actual, receipted cost, verified by the Procuring Agency:

S. No.	Type of Expense	Reference Rate (PKR)
1.	Photocopying / printing (per page)	
2.	Local travel (per km, or per trip if fixed)	
3.	Courier / postage (per dispatch)	