

Request for Proposal

Hiring of Transaction Advisor for Development of Islamabad Technopolis
Project in PPP Mode
(Consultancy Services)

National

Single Stage-Two Envelope



October 02, 2026

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Table of Contents

PROCUREMENT NOTICE	1
Instructions to Bidders	3
Bid Data Sheet	13
Proposal Data Sheet (BDS)	14
Eligibility Criteria	18
Evaluation Criteria	21
Required Services	27
Related Services :	28
TORS (Terms of References)	29
Price Schedule	33
General Conditions of Contract	35
Special Conditions of Contract	52
Bid Securing Declaration	57
Contract Form	59
Integrity Pact	62
Performance Guarantee Form	64
Annexure	67
Bidders Declaration and Confirmation	68
General Information Form	68
Financial Bid Form	68
TORS, Scope, Delivery Timelines, Payment	68

Declaration of Ultimate Beneficial Owners Information	68
Special Conditions of Contract	52
Tech Form 2	69
Procurement Forms	70
Additional Forms and Documents	73

PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

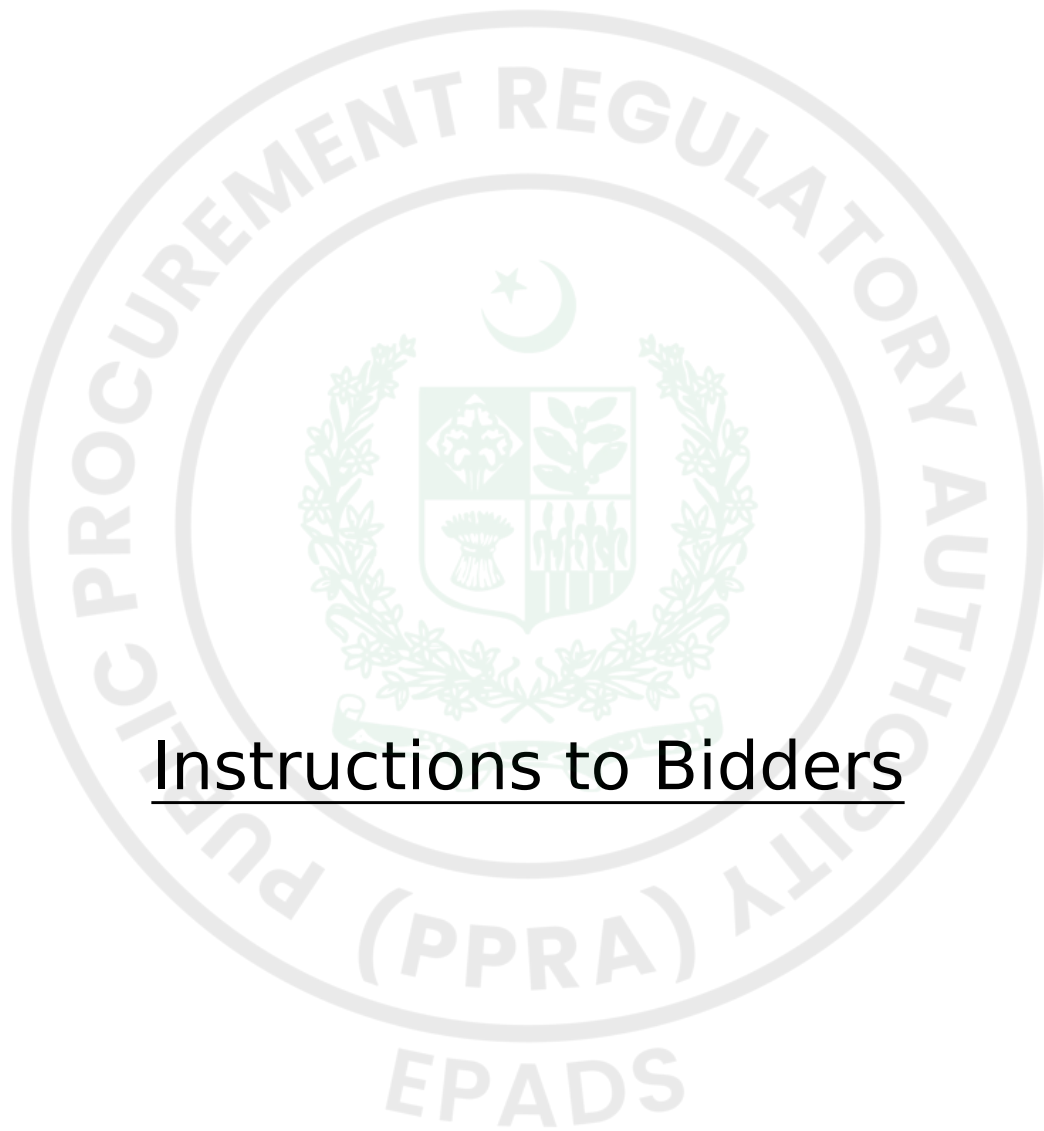
1. The **Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA))** has reserved Funds for the procurement planned for FY **2026-27**. The **Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Mode**" with the reference of "**P140484**"
2. The **Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA))** 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/140484>**.
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, November 23, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, November 23, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered

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

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

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Instructions to Bidders

A. General Provisions

1. Introduction

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

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

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

2. Corrupt and Fraudulent Practices

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

B. Preparation of Proposals

3. General Considerations

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

4. Language

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

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

Documents Comprising the Proposal

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

6. Only One Proposal

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

7. Proposal Validity

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

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

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

7.4. Extension of Validity Period

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

8. Bid security/Bid Securing Declaration

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

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

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

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

9. Clarification and Amendment of RFP

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

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

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

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

10. Preparation of Proposals - Specific Considerations

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

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

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

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

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

11. Financial Proposal

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

12. Taxes

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

13. Currency of Proposal

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

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

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

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

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

15. Opening of Proposal

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

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

16. Evaluation of Technical Proposals

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

17. Opening of Financial Proposals

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

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

18. Correction of Errors

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

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

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

19. Conversion to Single Currency

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

20. Selection Technique

20.1. Quality and Cost Based Selection

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

20.2. Fixed-Budget Selection (FBS)

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

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

20.3. Least-Cost Selection.

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

D. Negotiations and Award

21. Negotiations

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

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

22. Availability of Key Experts

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

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

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

23. Award of Contract

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

24. Grievance Redressal Mechanism

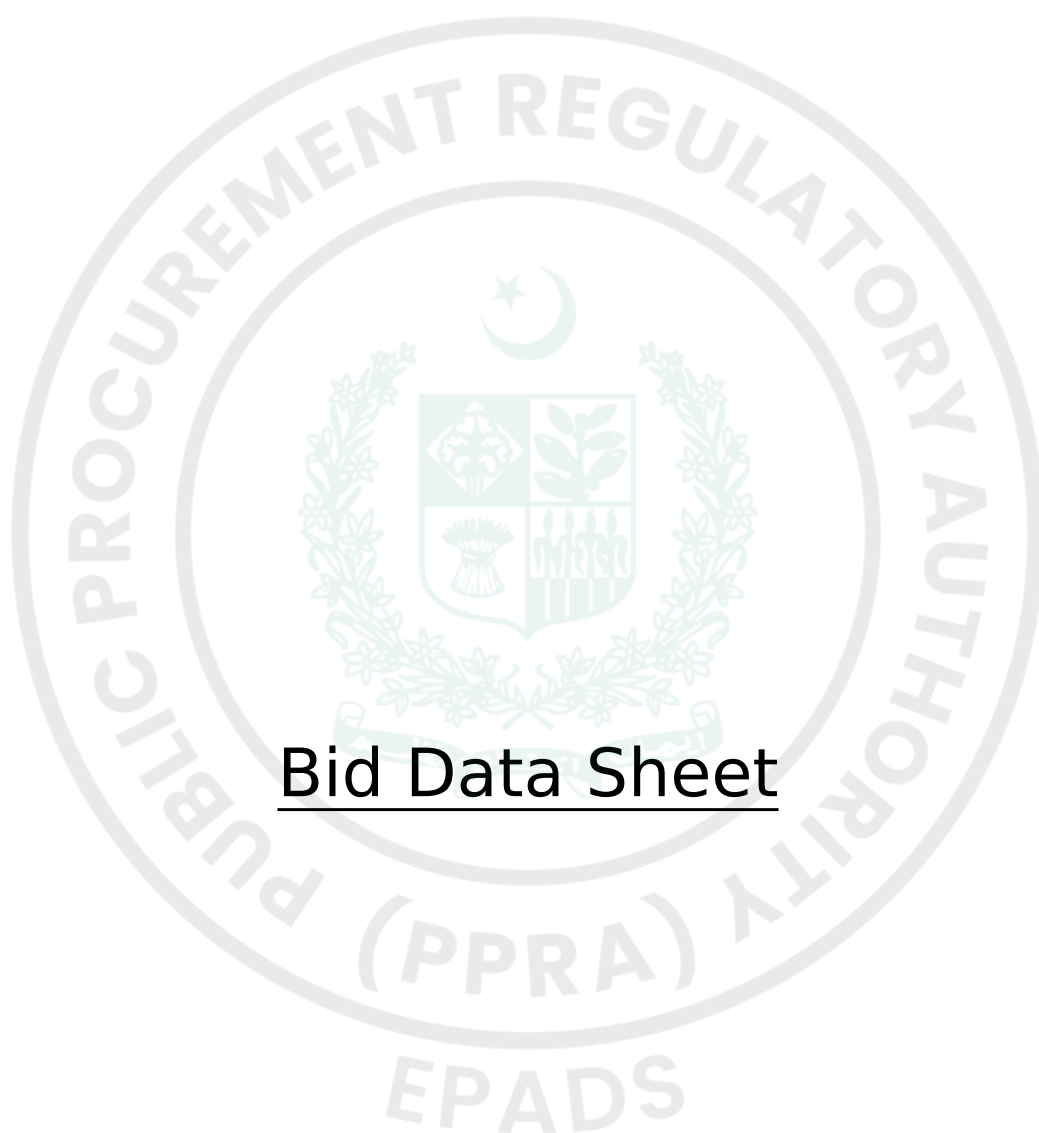
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

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

26. Environmental objectives

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



Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number

ITB Number

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

A. General

1

1.1

Name of Procuring Agency: **Special Technology Zones Authority (STZA)**
(**Special Technology Zones Authority (STZA)**)

The subject of procurement is: **Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Mode**

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

Name and identification number of the Contract: **P140484**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 20, 2026

Pre-Bid Meeting: Friday, October 16, 2026 11:30 AM

Venue: 16th Floor, New State Life Tower, Jinnah Avenue

Meeting

Link:

<https://teams.microsoft.com/meet/451039931037138?p=EBeoYHX8bvdpdW13s1d>

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

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

BDS Clause Number 4

ITB Number 6.1

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

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **90 Days**

BDS Clause Number 7

ITB Number 9.1

List of documents required along with the bid:

1. All documents required for eligibility, technical scoring, forms etc as mentioned in the relevant sections.

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;

16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory

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

The deadline for Bids submission is: **Monday, November 23, 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, November 23, 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: **10.00%**.

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	<p>NADRA CITIZENSHIP (CNIC/NICOP)</p> <p>FBR (NTN)</p> <p>FBR (GSTN)</p> <p>SECP</p> <p>PEC</p> <p>Registrar of Firms</p>

Eligibility Criteria	Document
Failure to meet any one of the following will result in disqualification and the proposal will not proceed to technical evaluation. Documentary Evidence is Mandatory. 1. Legal Registration of Firm 1. At least one of the firms in the consortium must be a local firm, legally registered in Pakistan, whereas, other consortium member firms can be international, given that the international firms that are part of the consortium, should provide their le	Yes
legal documents of registration/incorporation from their respective jurisdiction. Documentary Evidence : Certificate of Incorporation / Registration Certificate. 2. For Engineering/Design/Infrastructure firms: Registration with Pakistan Engineering Council (PEC) or Pakistan Council of Architects and Town Planners (PCATP) for locally registered firms. Whereas international firms should provide applicable registrations from their respective jurisdiction.	Yes

Documentary Evidence: Certificate of Incorporation / Registration Certificate 2. Tax Compliance. Locally registered Firm must be registered with relevant tax authorities, whereas international firms should provide proof of registration from their respective jurisdiction. Documentary Evidence: NTN certificate / Tax registration certificate	Yes
3. Affidavit Affidavit stating below statements (On stamp paper issued after the publication of this RFP of minimum worth of Rs. 100/-) to the effect that: :-a. Bidder is not currently blacklisted by the PPRA.b. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidders shall be blacklisted as per Law/ Rules.c. The information provided is correct.d. The Bidder is not insolvent, bankrupt, or blacklisted or debarred by any	Yes
public agencies. Also stating that there are no pending criminal convictions against the Bidder.Documentary Evidence: Stamp paper issued after publication of this RFP of minimum worth of Rs. 100	Yes
4. Consortium Experience. 1. The Bidder or any Consortium member must have experience in advisory for at least three (03) projects pertaining to technology park, high-tech manufacturing zones, incubation centers, free zones, science parks, knowledge-based innovation hubs, incubation centers, innovation districts, mixed-use economic zone, IT parks or STZ during the last fifteen (15) years. Each such assignment cited shall be accompanied by documentary evidence (for example, engagement letter,	Yes
contract, or reference by the client , completion experience) confirming the scope and role performed, and shall expressly indicate that the assignment qualifies as technology park, smart cities, or STZ experience. 2. The Bidder (or Lead Member in case of a Consortium), in the last fifteen (15) years, must have acted as Lead Transaction Advisor (where the government asset was involved nationally or internationally), with at least three (03) transactions that have reached financial close, and at	Yes

least two (02) referenced transactions each having a total project value of not less than USD 50 million. 3. The Bidder (or Lead Member in case of a Consortium) must demonstrate international experience, evidenced by presence or completed transactions in at least one (1) of the following regions: Asia (not including Pakistan), MENA, or Europe/Americas, together with demonstrated cross-border transaction capability. Average annual turnover of PKR 1000[PP7.1] million in the last three (3)	Yes
financial years. 4. For a Consortium to be eligible for bidding, every member of Consortium firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead Member firm of Consortium. 5. The relevant experience of Lead Member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form Tech-2(B) along with supporting documentation in the form acceptable to Procuring Agency, for eac	Yes
listed experience on Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience under Form Tech-2 (B) and in case of non-production of any document for verification purposes acceptable to Procuring Agency shall result in non-scoring of that particular credential. Documentary Evidence :Completion certificates, contracts, reference from client, project contract	Yes
5. Consortium Documents 1. The Bidder, in case of a Consortium, all of the Member firms, must submit constituent documents in accordance with Applicable Laws. 2. In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26. 3. In case of a Consortium, the Consortium should be comprised of a commercial /financial/investment advisory firm(Lead Member), engineering/design firm and legal advisory firm, each mandatorily forming part of the Consortium. The Consortium	Yes
shall not be an association of more than five (5) firms. Documentary Evidence:Consortium agreement/ legal documents Only firms meeting all above requirements will qualify for Technical Evaluation.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	70
1. Firm's Relevant Experience Note: (i) In case of the Consortium, scores will be allotted only once for the same project. (ii) Bidders shall attach supporting document / evidence of demonstrated experience as mentioned in documentary evidence	
1.1 PPP / Transaction Advisory Experience (Lead Firm) Number of years the Lead firm has been providing PPP transaction advisory services: ≥ 16 years 10 marks 10-15 years 08 marks 5-10 years 05 marks < 5 years 1 mark Documentary evidence: Completion certificates, contracts, Work orders (Quantitative) (Doc Required)	10

<p>.2 Number of Similar Projects Executed (Engineering/Design/Infrastructure firm) Number of completed consultancy assignments in technology parks, IT parks, innovation districts, knowledge based innovation hubs, Science parks, high-tech manufacturing zones, incubation centers, free zones STZs, or smart cities: 5 and more projects 10 marks 4 projects 8 marks 3 projects 6 marks 2 projects 4 marks 1 project 2 marks .2 Number of Similar Projects Executed (Engineering/Design/Infrastructure firm) Number of completed consultancy assignments in technology parks, IT parks, innovation districts, knowledge based innovation hubs, Science parks, high-tech manufacturing zones, incubation centers, free zones STZs, or smart cities: 5 and more projects 10 marks 4 projects 8 marks 3 projects 6 marks 2 projects 4 marks 1 project 2 marks Documentary Evidence:Completion certificates, contracts, Work orders (Quantitative)(Doc Required)</p>	10
<p>1.3 Number of PPP Projects Executed (Legal firm) Number of PPP projects the firm has achieved Commercial Close. 5 and more projects 5 marks 4 projects 4 marks 3 projects 3 marks 2 projects 2 marks 1 project 1 marks Documentary Evidence: Completion certificates, contracts, Work orders (Quantitative)(Doc Required)</p>	5
<p>1.4 Financial Closure Experience (Lead firm) Number of PPP projects (where government asset was involved) that achieved financial close with the firm acting as Lead Transaction Advisor – each transaction value to be at least USD 50 Mn: 5 and more projects 10 marks 4 projects 8 marks 3 projects 6 marks 2 projects 4 marks 1 project 2 marks Documentary Evidence:Completion certificates, contracts, Work orders (Quantitative)(Doc Required)</p>	10
<p>2. Proposed Consortium Team & Leadership</p>	
<p>2.1 Engagement Partner/Team Lead Years of experience specifically in PPP / transaction closures personally led by the proposed Engagement Partner: Minimum of 16 years of education (HEC recognized) in Finance, Accounting, Economics, or Business Administration or relevant fields. Active license as a Chartered Accountant (CA), Certified Public Accountant (CPA), Association of Chartered Certified Accountants (ACCA), or Chartered Financial Analyst (CFA). >12 years 5 marks >8 and up to 12 years 4 marks 5 to 8 years 2 marks <5 years 1 mark Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)</p>	5

2.2 Transaction Manager Years of Hands-on experience specifically in managing large-scale PPP or private sector participation transactions: Minimum of Bachelor's (16 years of education) (HEC recognized) in Accounting, Finance, Engineering, Economics, or Business Administration or relevant fields. At least one globally recognized financial or accounting credential is required, such as CA, ACA, ACCA, CPA, CFA, or ACMA. >10 years 5 marks >8 and up to 10 years 3 marks 5 to 8 years 2 marks < 5 years 1 mark Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)	5
2.3 Technology Parks / Technology Ecosystem Expert Years of experience in development, planning, operation or advisory services of technology parks, STZs, innovation districts, high-tech manufacturing zones, incubation centers, free zones or digital ecosystems with overall experience in the technology industry and projects: Minimum of Bachelor's degree (16 years of education)(HEC recognized) in Computer Science, Engineering, Business Information Systems, Finance, Economics or any other relevant fields. >10 years 10 marks > 8 and up to 10 years 8 marks 5 to 8 years 5 marks < 5 years 1 marks Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)	10
2.4 Financial Modelling Lead Years of experience in infrastructure or mixed-use real estate financial modelling for PPPs: Minimum of Bachelor's degree (16 Year's of education) (HEC recognized) in Accounting, Finance, Economics, Engineering, Business Administration or relevant fields. 10+ years 10 marks > 8 and up to 10 years 08 marks 6 to 8 years 04 marks < 5 years 01 mark Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)	10
2.5 Legal / Contract Structuring Expert Years of experience in PPP contracts, JV agreements, concession frameworks. Familiarity with local PPP frameworks, regulatory approvals, and institutional processes: Minimum of 16 years of education; Master's in Law (LL.M.) or a Juris Doctor (J.D.) from an HEC-recognized (or equivalent) university. 10 years 05 marks > 8 and up to 10 years 3 marks 5 to 8 years 2 marks < 5 years 1 mark Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)	5

<p>2.6 Infrastructure Development Expert Years of experience in integrated developments, technology parks, innovation hubs, incubation centers, knowledge based innovation hubs, science parks, IT Parks, EPZs, STZs, SEZs, smart cities projects involving private sector participation: Minimum of Bachelor's degree (16 years of education)(HEC recognized) in Civil Engineering, town planning, architecture engineering, or any other relevant fields. ≥10 years 5 marks 5 to 10 years 3 marks <5 years 01 marks Documentary Evidence:CV + educational degrees + experience certificates (Quantitative)(Doc Required)</p>	5
<p>3. Understanding of Assignment & Methodology (As per the ToRs)</p>	
<p>3.1 Demand Assessment & Technology Ecosystem Alignment Soundness of proposed approach to demand assessment, tech catchment definition, and tenant mix: Objective indicators - An indicator is scored MET only where the proposal states the method, the data source or standard applied, and the resulting output; statements of intent, restatements of the ToR and general claims of experience are not counted. i. Market Demand Assessment: Assessment of current and future market demand using relevant research and data sources ii. Technology Ecosystem Assessment: Assessment of the relevant technology ecosystem, market potential and key demand drivers iii. Market Benchmarking: Benchmarking against relevant local and international technology zones/parks or comparable developments iv. Target Tenant & Space Assessment: Identification of target/anchor tenants, tenant mix and estimated space requirements v. Demand Scenarios: Development of demand scenarios with key assumptions and sensitivities Award of marks (by number of indicators met): Excellent 5 marks 5 indicators met Good 3 marks 3-4 indicators met Fair 1 mark 1-2 indicators met Nil 0 marks 0 indicator met (Quantitative)(Doc Required)</p>	5

<p>3.2 Master Plan Optimization & Phasing Strategy Practicality of approach to land use optimization, HBU analysis, and phased development: Objective indicators - An indicator is scored MET only where the proposal states the method, the data source or standard applied, and the resulting output; statements of intent, restatements of the ToR and general claims of experience are not counted. i. Master Plan Assessment: Review of the existing master plan against relevant planning, commercial and development parameters ii. Land-Use Optimization: Assessment of highest and best use and commercially optimal land-use mix iii. Development Phasing: Development of practical phases aligned with demand and project priorities iv. Infrastructure Alignment: Alignment of infrastructure requirements with proposed development phases v. Site & Development Constraints: Identification of key land, access, environmental, regulatory and development constraints Award of marks (by number of indicators met): Excellent 5 marks 5 indicators met Good 3 marks 3-4 indicators met Fair 1 mark 1-2 indicators met Nil 0 marks 0 indicator met (Quantitative)(Doc Required)</p>	5
<p>3.3 Trunk Infrastructure Funding Strategy Clarity and feasibility of proposed funding and delivery mechanisms for trunk infrastructure: Objective indicators - An indicator is scored MET only where the proposal states the method, the data source or standard applied, and the resulting output; statements of intent, restatements of the ToR and general claims of experience are not counted. i. Infrastructure Requirements: Identification of key trunk infrastructure requirements and capacities ii. CAPEX Assessment: Estimation of infrastructure costs, contingencies and major cost assumptions iii. Funding Strategy: Identification and assessment of suitable public, private and alternative funding options iv. Delivery & Cost-Recovery Strategy: Assessment of appropriate infrastructure delivery, financing and cost-recovery mechanisms v. Approvals & Risk Assessment: Identification of key utility interfaces, approvals/NOCs and infrastructure risks Award of marks (by number of indicators met): Excellent 5 marks 5 indicators met Good 3 marks 3-4 indicators met Fair 1 mark 1-2 indicators met Nil 0 marks 0 indicator met (Quantitative)(Doc Required)</p>	5

3.4 Transaction Structuring & Procurement Approach Robustness of proposed PPP/PSP structure and procurement plan: Objective indicators - An indicator is scored MET only where the proposal states the method, the data source or standard applied, and the resulting output; statements of intent, restatements of the ToR and general claims of experience are not counted. i. Transaction Structuring: Assessment and comparison of appropriate PPP/PSP structures and recommendation of the preferred structure ii. Financial & Commercial Structuring: Financial modelling, commercial viability, revenues, costs, returns and sensitivity assessment iii. Risk Allocation: Identification, allocation and mitigation of key project and transaction risks iv. Legal & Regulatory Framework: Identification of applicable laws, regulations and required approvals v. Procurement Strategy: Procurement roadmap covering market sounding, bidding, evaluation, award and financial close vi. Investor Engagement: Identification, targeting and engagement of suitable investors/private-sector participants vii. Transaction Close: Transaction documentation, negotiations and support through commercial and financial close Award of marks (by number of indicators met): Excellent 10 marks 6-7 indicators met Good 6 marks 4-5 indicators met Fair 2 marks 2-3 indicators met Nil 0 marks 1 or fewer indicators met (Quantitative)(Doc Required)

10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Mode	Address: 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory Schedule: 520 Quantity: 1/Qty Quantity: 1 Qty	1/Qty	3250000 PKR

Related Services :

No



TORS (Terms of References)

Positions Without Lots :

Position: Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Mode

TORs (Terms of Reference):

Special Technology Zones Authority (STZA), Government of Pakistan

1. Background and Strategic Context

The Special Technology Zones Authority (STZA) is a statutory authority of the Government of Pakistan, established under the Special Technology Zones Authority Act, 2021, mandated to develop, operate, and regulate Special Technology Zones (STZs) across Pakistan. STZA operates under the administrative control of the Ministry of Information Technology and Telecommunication.

Islamabad Technopolis is the flagship STZ of STZA, envisaged as a world-class technology, innovation, and knowledge ecosystem to be developed through private sector participation on an approximately 140-acre site in Islamabad. A pre-feasibility assessment identified a Joint Venture (JV) as the preferred transaction model, with STZA retaining its regulatory mandate while the private sector partner is responsible for development and operations. The pre-feasibility assessment established the project's strategic rationale and preliminary attractiveness for private investment, subject to detailed demand validation, anchor tenant development, refined land use and phasing, bankable commercial and financial structuring, and an implementable delivery strategy.

The objective of engaging a Transaction Advisor (TA) is to support STZA in taking Islamabad Technopolis from its current pre-feasibility stage to a commercially structured, market-tested, procurement-ready, and bankable public-private partnership / private sector participation (PPP/PSP) transaction. The TA shall be responsible for supporting the structuring, preparation, market validation, procurement, negotiation, and transaction execution processes required to achieve commercial close, and where applicable,

financial close, for the first transaction to be undertaken under the project.

2. Objectives of the Assignment

Islamabad Technopolis is the flagship Special Technology Zone of STZA, envisaged as a world-class technology, innovation, and knowledge ecosystem to be developed through private sector participation. The project is intended to serve as a nationally significant platform for attracting high-value global and local technology investments, enabling innovation-led enterprise growth, and advancing Pakistan's transition toward a knowledge-driven economy.

STZA intends to engage a Transaction Advisor (TA) to support Islamabad Technopolis from its current pre-feasibility stage to a commercially structured, market-tested, procurement-ready, and bankable PPP/private sector participation transaction. The core objectives of the engagement are:

- Support demand assessment, market validation, and establishment of commercial foundations for the project;
- Optimize the master plan, land use strategy, and trunk infrastructure delivery framework;
- Develop a commercially structured and bankable PPP/PSP transaction, including commercial, financial, and risk allocation frameworks;
- Conduct structured market sounding and investor engagement to test project bankability and marketability;
- Prepare complete procurement and bid documentation and provide end-to-end transaction support through to commercial and financial close; and
- Support STZA in securing all necessary government approvals, clearances, and institutional decisions required for transaction execution. Details are attached in annexure for compliance.

Note:-

- The procuring agency may ask for presentation from the bidder during technical evaluation period for clarity on Technical Proposal.
- Only consortium members will be eligible for scoring.

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

The weight given to evaluation sub-criteria for qualifications and competence of key staff shall be assessed against the criteria specified for each expert position in the evaluation framework [\[PP1\]](#) .

The weights given to the Technical (T) and Financial (P) Proposals are :

Component	Weight
-----------	--------

Technical Proposal	80%
Financial Proposal	20%

Final Score =

(Technical Score × 0.80) + (Financial Score × 0.20)

Failure to submit documentary evidence **may result in zero marks or disqualification.**

Passing Marks are 70 to qualify technically.

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: Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA)), Manager Procurement 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is:Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Mode

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:

Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA)), Manager Procurement
16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory
+92-334-586-5343
mehwish.iqbal@stza.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

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

List here any conditions of effectiveness of the Contract]

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

Termination of Contract for Failure to Become Effective:

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

Commencement of Services:

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

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

Expiration of Contract:

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

Number of GC Clause 23.1

No additional provisions.

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

Consultant's Liabilities

The Special Conditions of Contract (SCC) shall supplement/amend the General Conditions of Contract (GCC) and shall be read together with the GCC, however, where the SCC expressly modifies, varies, or supplements any provision of the GCC, the provisions of the SCC shall prevail to the extent of such modification, variation, or supplementation.

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.: **P140484**

To: **Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA)), Manager Procurement 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

FORM OF CONTRACT

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Special Technology Zones Authority (STZA) (Special Technology Zones Authority (STZA)), Manager Procurement 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

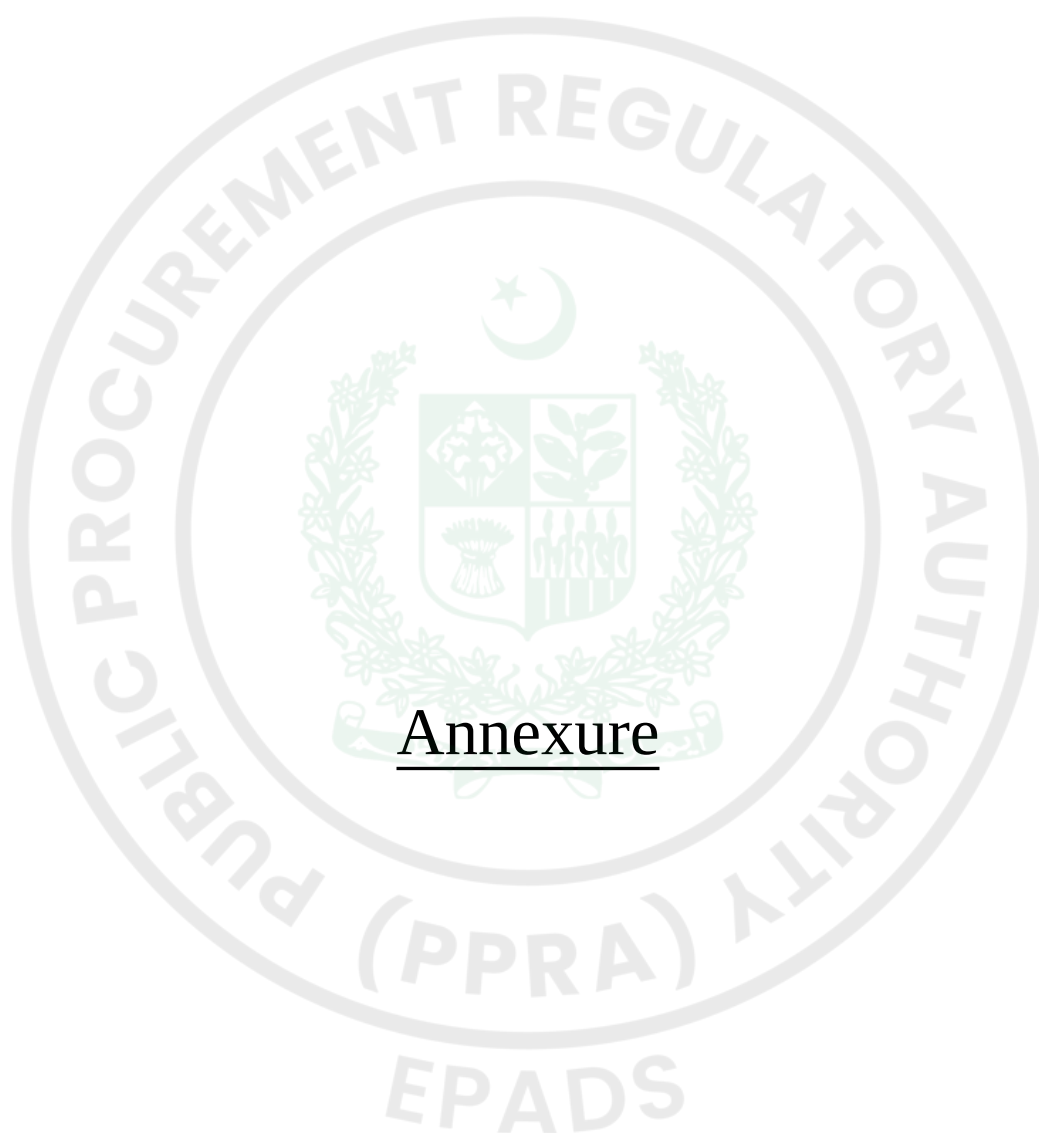
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bidders Declaration and Confirmation

Submission of the form is mandatory

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidders Declaration and Confirmation** (page number: 74)

General Information Form

Submission of the form is mandatory

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **General Information Form** (page number: 75)

Financial Bid Form

Submission of this form is mandatory

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Bid Form** (page number: 76)

TORs, Scope, Delivery Timelines, Payment

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **TORs, Scope, Delivery Timelines, Payment** (page number: 77)

Declaration of Ultimate Beneficial Owners Information

Submission of form is mandatory.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Declaration of Ultimate Beneficial Owners Information** (page number: 84)

Special Conditions of Contract

Special Conditions of Contract shall make integral part of the Contract to be signed with the successful bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 86)

Tech Form 2

Submission of the form is mandatory.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Tech Form 2** (page number: 102)



Procurement Forms







Additional Forms and Documents

Bidder's Declaration and Confirmation Regarding Understanding of Bidding Documents

The Bidder hereby declares, confirms, and unequivocally acknowledges that it has thoroughly read, examined, reviewed, and fully understood all the bidding documents, including all instructions, terms and conditions, specifications, requirements, annexures, amendments, addenda, and other documents issued or published by the Procuring Agency in connection with the procurement. The Bidder further confirms that it does not require any clarification, explanation, interpretation, or further information whatsoever regarding any provision of the bidding documents and that no ambiguity, uncertainty, inconsistency, or lack of understanding exists in relation to the contents, requirements, obligations, or conditions contained therein.

The Bidder submits its bid with full knowledge and understanding of all applicable requirements and acknowledges that it shall not subsequently raise any claim, objection, or contention on the ground of any alleged ambiguity, misunderstanding, lack of clarification, or misinterpretation in respect of the bidding documents or any requirement contained therein.

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm: _____

Signature: _____

Official Stamp/Seal: _____

Date: _____

General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Bid]

	Particulars			
Company/Firm/Association etc Name				
Legal Status (Company, Firm, Association, JV, Consortium, Individual etc)				
National Tax No.			Sales Tax Registration No	
Provincial Tax No. (If applicable)			Vendor Number with AGPR Islamabad	
			Company/AOP/Firm etc Date of Formation	
Availability on ATL	Yes/No			

Registered Office Address		Province/ICT	
City/Town			
Phone			
Official Email Address			

Authorized Representative:

Name:

Contact Number:

Official Email Address:

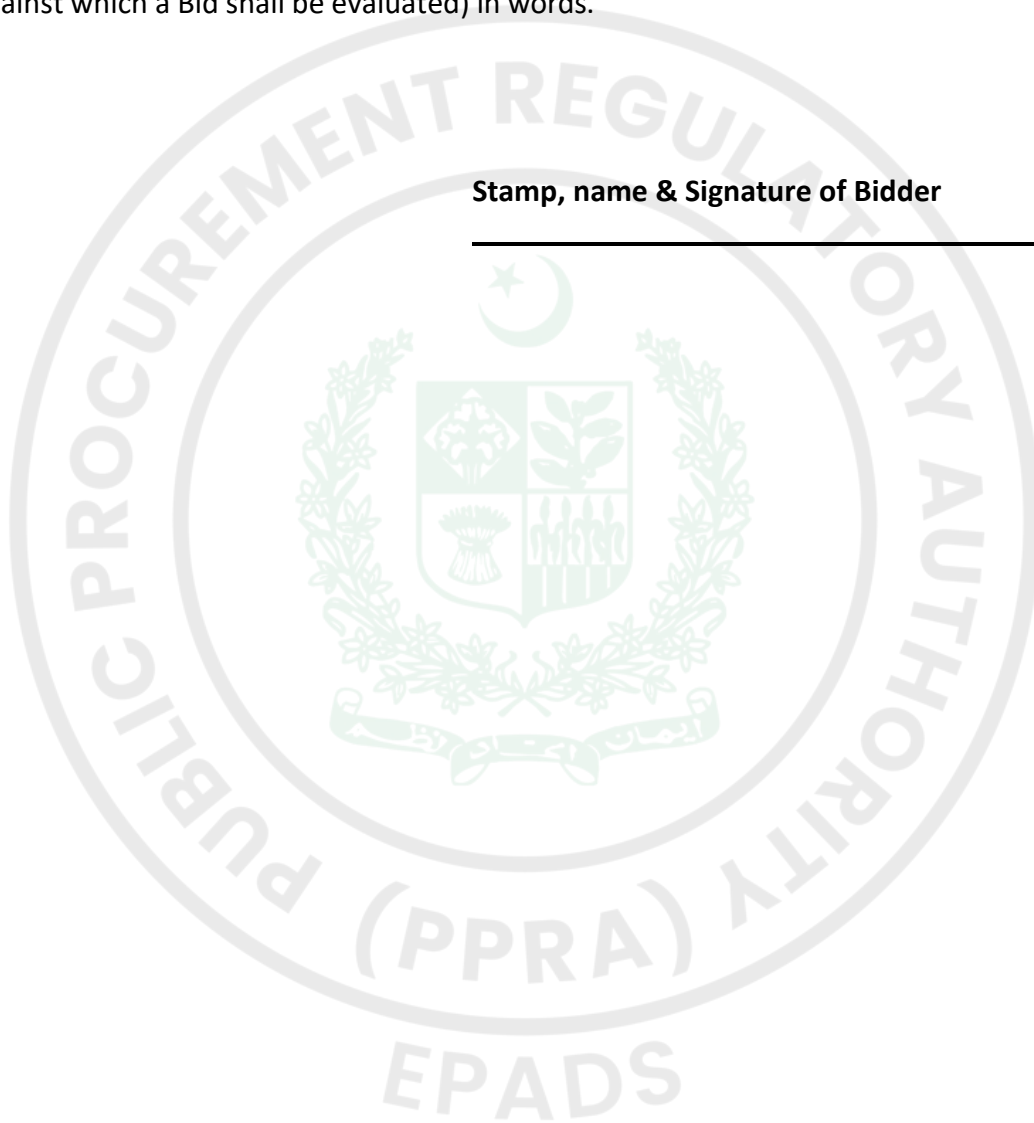
Financial Bid Form/Price Schedule II

[To be signed & stamped by the Bidder and reproduced on the business official letter head. To be attached with Bid]

Total price shall be inclusive of all applicable taxes, duties etc

Total Bid value (against which a Bid shall be evaluated) in figure. Total Bid value (against which a Bid shall be evaluated) in words.

Stamp, name & Signature of Bidder



Terms of Reference

Special Technology Zones Authority (STZA), Government of Pakistan

1. Background and Strategic Context

The Special Technology Zones Authority (STZA) is a statutory authority of the Government of Pakistan, established under the Special Technology Zones Authority Act, 2021, mandated to develop, operate, and regulate Special Technology Zones (STZs) across Pakistan. STZA operates under the administrative control of the Ministry of Information Technology and Telecommunication.

Islamabad Technopolis is the flagship STZ of STZA, envisaged as a world-class technology, innovation, and knowledge ecosystem to be developed through private sector participation on an approximately 140-acre site in Islamabad. A pre-feasibility assessment identified a Joint Venture (JV) as the preferred transaction model, with STZA retaining its regulatory mandate while the private sector partner is responsible for development and operations. The pre-feasibility assessment established the project's strategic rationale and preliminary attractiveness for private investment, subject to detailed demand validation, anchor tenant development, refined land use and phasing, bankable commercial and financial structuring, and an implementable delivery strategy.

The objective of engaging a Transaction Advisor (TA) is to support STZA in taking Islamabad Technopolis from its current pre-feasibility stage to a commercially structured, market-tested, procurement-ready, and bankable public-private partnership / private sector participation (PPP/PSP) transaction. The TA shall be responsible for supporting the structuring, preparation, market validation, procurement, negotiation, and transaction execution processes required to achieve commercial close, and where applicable, financial close, for the first transaction to be undertaken under the project.

2. Objectives of the Assignment

Islamabad Technopolis is the flagship Special Technology Zone of STZA, envisaged as a world-class technology, innovation, and knowledge ecosystem to be developed through private sector participation. The project is intended to serve as a nationally significant platform for attracting high-value global and local technology investments, enabling innovation-led enterprise growth, and advancing Pakistan's transition toward a knowledge-driven economy.

STZA intends to engage a Transaction Advisor (TA) to support Islamabad Technopolis from its current pre-feasibility stage to a commercially structured, market-tested, procurement-ready, and bankable PPP/private sector participation transaction. The core objectives of the engagement are:

- Support demand assessment, market validation, and establishment of commercial foundations for the project;
- Optimize the master plan, land use strategy, and trunk infrastructure delivery framework;
- Develop a commercially structured and bankable PPP/PSP transaction, including commercial, financial, and risk allocation frameworks;

**SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION**

- Conduct structured market sounding and investor engagement to test project bankability and marketability;
- Prepare complete procurement and bid documentation and provide end-to-end transaction support through to commercial and financial close; and
- Support STZA in securing all necessary government approvals, clearances, and institutional decisions required for transaction execution.

3. Scope of Work

The preferred bidder shall provide Transaction Advisory Services for Islamabad Technopolis, supporting STZA throughout the structuring, preparation, market validation, procurement, negotiation, and transaction execution processes required to achieve commercial close and, where applicable, financial close.

4. Description of Tasks

Task	Description	Outcome / deliverable
Task 0: Engagement planning	Transaction execution planning, engagement roadmap, workplan and methodology, resource deployment, project governance, and assessment of land lease or allotment for the intended project purpose is valid, unencumbered and free of cancellation risk.	Inception Report
Task 1: Need assessment, demand analysis and market validation	<p>The TA shall determine the realistic market opportunity, absorption capacity, tenant demand profile and phased development requirements of Islamabad Technopolis, establishing the commercial foundations for master plan optimization, land use strategy, tenant attraction and transaction structuring. Scope includes, inter alia:</p> <ul style="list-style-type: none"> • Defining the technology catchment area geographically, covering the Islamabad–Rawalpindi region and other domestic and international linkages, and sectoral, covering IT and ITeS, data centers, R&D, high-tech manufacturing, digital infrastructure and other priority technology sectors; • Assessing current and projected demand across tenant categories, including multinationals, domestic technology firms, startups and scale-ups, R&D institutions, academic and training entities, high-tech production enterprises and supporting commercial users; • Estimating market size, demand segmentation, absorption potential and pace of take-up by development component and land use, including implications for phasing; • Identifying potential anchor tenants and early movers, with their space requirements, locational preferences, investment criteria, return thresholds and decision drivers; 	Technical feasibility report

SPECIAL TECHNOLOGY ZONES AUTHORITY CABINET DIVISION

	<ul style="list-style-type: none"> Undertaking structured consultations with tenants, developers, investors, operators and financiers to assess risk appetite, preferred participation structures and the conditions required to attract credible private participation; Benchmarking against at least three comparable technology park or STZ PPP transactions, globally and regionally, covering transaction structures, return profiles, incentive packages, absorption timelines and lessons learned, to inform structuring and the investor pitch; and Recommending priority sectors, target tenant mix, anchor tenant strategy and demand-led phasing assumptions. <p>The TA shall also undertake a legal and regulatory analysis of all laws, rules, policies, contractual frameworks and institutional arrangements relevant to the project, including the PPP/P3A framework, Special Technology Zone laws and applicable land and procurement rules, identifying legal constraints, structuring considerations, regulatory enablers, approval requirements and the actions needed to support structuring, procurement, commercial close and, where applicable, financial close.</p>	
Task 2: Master plan and technical studies optimization; HBU analysis and land use strategy; concept design and engineering estimates	<p>Building on the existing master plan, trunk infrastructure studies and preliminary engineering, the TA shall review and optimize the development concept for alignment with validated demand, target tenant mix and the preferred commercial and implementation strategy. The focus is strategic optimization, land use planning and development sequencing to enhance bankability, marketability and phased deliverability; detailed engineering design is excluded. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Reviewing the existing land lease terms, including termination and cancellation triggers, and recommending revised terms for the lease and land use rights to STZA or the JV, only if required, based on the final legal structure proposed in the feasibility study, so as to eliminate cancellation risk and ensure bankability and attractiveness to private investors; a bankable lease opinion shall be a named sub-deliverable under this Task; Assessing the adequacy, internal consistency and demand alignment of the existing master plan, technical studies and preliminary engineering outputs; Optimizing the master plan to reflect validated demand, anchor tenant requirements, infrastructure readiness, commercial viability and phased development priorities; Conducting a Highest and Best Use analysis across development zones, including technology, production, commercial, residential and supporting uses, to recommend the most suitable land use configuration on both market and financial grounds; Developing concept design and lifecycle cost estimates for built-up components and trunk infrastructure, including phased CAPEX and indicative OPEX benchmarks, to inform financial modelling; Recommending optimal land allocation, zoning mix, development density, strategic-level built form parameters and parcelization approach to support investor appetite, efficient land monetization and long-term ecosystem objectives; Developing a phased land release and development strategy aligned with anticipated tenant demand and trunk infrastructure delivery; and Identifying updates required to the environmental impact assessment or related technical studies, where already available, for consistency with the optimized master plan. 	

**SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION**

Task 3: Trunk infrastructure delivery and funding strategy	<p>Trunk infrastructure financing, sequencing and delivery is the project's critical path and primary implementation bottleneck. The TA shall develop a practical and bankable strategy for delivering and funding all core enabling infrastructure required for phased development and private sector participation. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Identifying and recommending alternative delivery and funding mechanisms, including public funding, budgetary support, project development or infrastructure support facilities, land monetization and value capture, viability gap support where appropriate, and private financing through the PPP/PSP structure; Determining which components are required upfront to unlock first-phase development, and whether any enabling works should be ring-fenced or implemented ahead of or in parallel with the main transaction; Recommending optimal sequencing and implementation aligned with validated demand, anchor tenant requirements, land release strategy and overall phasing; Evaluating the affordability, fiscal implications, feasibility and bankability of each option, including how far infrastructure obligations can be allocated to the private sector without undermining market appetite or viability; and Preparing a delivery roadmap setting out responsibilities, funding sources, sequencing triggers and the approvals or institutional actions required. 	
Task 4: Tenant attraction and anchoring strategy	<p>The TA shall develop a commercially credible tenant attraction and anchoring strategy to support market validation, strengthen bankability and secure the early tenant commitments needed to underpin phased development. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Prioritizing the technology sub-sectors and tenant categories to be targeted, based on demand, strategic fit, investment potential and alignment with the project's value proposition; Profiling potential anchor tenants and early movers, local and international, including operational requirements, space needs, investment preferences, timing and decision criteria; Developing the attraction strategy itself, covering outreach priorities, value proposition messaging, engagement approach and recommendations for securing anchors and building a credible occupier pipeline; Assessing the level and nature of tenant commitment required at each development stage to support commercial structuring, investor confidence and transaction readiness; and Ensuring alignment with the optimized master plan, land use mix, development phasing, trunk infrastructure sequencing and the proposed transaction structure. 	
Task 5: Financial model, PPP options analysis, market sounding and commercial/transaction structuring	<p>The TA shall develop a market-responsive, fiscally prudent and implementation-ready commercial and transaction structure capable of supporting a bankable PPP/PSP transaction; more than one transaction may emerge from the structuring work. This task shall synthesize the outputs of Tasks 1 to 4 together with market sounding to recommend the most suitable delivery and participation model. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Developing a robust and bankable financial model, leveraging the concept design level engineering estimates, incorporating phased development, multiple revenue streams, alternative financing scenarios, 	Financial Model, Commercial/Transaction Structuring Report, including marketing materials

**SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION**

	<p>capital structure options, absorption and occupancy assumptions, and sensitivity and downside analyses;</p> <ul style="list-style-type: none"> Assessing the commercial viability, bankability, affordability and fiscal implications of alternative PPP/PSP structures, including joint venture, concession, lease-development and phased parcel-based models; Recommending the optimal transaction structure based on financial analysis, market feedback, implementation feasibility, investor appetite, risk allocation and strategic fit; Developing a risk allocation framework identifying commercial, financial, construction, land, infrastructure, regulatory, governance and demand risks, with recommended allocation, mitigation and treatment; Recommending the governance, institutional and decision-making arrangements for the preferred structure, including the roles, rights, obligations and interfaces of public sector stakeholders and the private partner; Advising on revenue-sharing, land contribution, land monetization, payment and return mechanisms, including safeguards to protect long-term public interest; Identifying and justifying any government support measures, including viability gap support, enabling infrastructure support, fiscal incentives or guarantees, while ensuring fiscal prudence and affordability; Preparing the Project Qualification Proposal and Project Proposal including PC-I, if required, in accordance with the P3A law, rules and regulations, should the project qualify; and Developing an outline governance and operations model for the post-close operating phase, covering zone management structure, common services delivery, tenant relations, regulatory enforcement by STZA, and default and exit handling. <p>The TA shall also undertake a structured market sounding exercise with prospective developers, investors, operators, financiers and anchor tenants to test commercial attractiveness, marketability and bankability, and to ensure the proposed structure responds to actual market appetite. This shall include, inter alia:</p> <ul style="list-style-type: none"> Testing key commercial assumptions, return expectations, governance preferences, land and development structuring preferences, phasing appetite and risk allocation parameters; Assessing likely investor interest, bankability considerations, deal breakers, preferred transaction features and the level of public support or risk mitigation needed to make the opportunity investable; Testing alternative transaction and packaging options to determine the structure most likely to draw a competitive response; Feeding the resulting feedback into refinement of the commercial structure, financial assumptions, risk allocation framework, procurement approach and overall transaction design; and Supporting STZA and other stakeholders in targeted investor outreach and transaction marketing, including presentations, teaser materials, information memoranda and participation in investor sessions, roadshows or pre-bid events. 	
Task 6: Procurement and bid process	The TA shall prepare the complete procurement and bid documentation for selection of the private sector partner and provide end-to-end support to the implementing agency, in accordance with the approved procurement	<ul style="list-style-type: none"> Bidding documentation package, comprising prequalification

**SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION**

support, including legal support	<p>approach, whether competitive bidding or G2G, and all applicable legal and regulatory requirements. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Preparing the full documentation set for the selected procurement mode, including the RFQ, RFP, draft concession, joint venture, lease or development agreements, bid process guidelines, and qualification and evaluation criteria; Advising on procurement strategy, bid process design, packaging, timetable, data room requirements, bidder communication protocols and overall transaction management; Providing legal and transaction support to finalize all draft agreements and procurement materials, consistent with the approved commercial structure, risk allocation framework and applicable PPP, procurement and sector laws; Supporting the implementing agency through the process, including bidder queries, pre-bid meetings, investor interactions, clarifications and addenda; Supporting evaluation of qualification submissions and proposals against the approved framework, and assisting in selection of the preferred partner; and Maintaining procedural integrity, regulatory compliance and proper documentation throughout, to support a clean transition to negotiation and award. 	<p>documents, RFP, draft Concession/JV agreement and any supplementary project agreements</p> <ul style="list-style-type: none"> Bid Evaluation Report
Task 7: Negotiations and commercial/financial close	<p>The TA shall support STZA and the implementing agency in finalizing the transaction with the preferred partner and taking the project through commercial close and, where applicable, financial close. Scope includes, inter alia:</p> <ul style="list-style-type: none"> Supporting negotiations with the preferred bidder and finalizing the commercial, contractual, institutional and financing arrangements under the selected structure; Providing legal, commercial and financial support to finalize all transaction documentation, including negotiated agreements, schedules, annexures and implementation arrangements; Advising on satisfaction of conditions precedent, completion requirements, approval actions and institutional coordination needed to reach close; Supporting engagement with lenders, investors, advisors and approving authorities to complete the transaction and resolve outstanding issues; and Providing handholding support through the transition from procurement to execution readiness, including close-related actions, documentation finalization and coordination between public entities and the private partner. 	<p>Executed PPP Agreement and achievement of financial close by the private party</p>
General	<ul style="list-style-type: none"> Support STZA, in coordination with other public sector stakeholders, in securing all approvals, clearances, endorsements and decisions from the relevant government forums, committees and approving bodies required for structuring, procurement, award, commercial close and, where applicable, financial close; and Prepare presentations, briefing materials, decision notes and supporting documentation for senior leadership, inter-agency forums and approving authorities as required through the transaction. 	<p>Ongoing support throughout the assignment</p>

**SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION**

5. Implementation Timeline & Payment Schedule

Phase 1: Transaction Advisory – Project Due Diligence, Optimization and Structuring		Timeline	Deliverable	Payment milestone	Payment
1.1	Engagement planning	1 month	Inception Report	Approval of Inception Report	10%
1.2	Need assessment, demand analysis and market validation (shall cover Task 1 of TORs)	3 months	Technical Feasibility Report	Approval of Project Technical Feasibility Report	20%
1.3	Master plan & technical studies optimization; HBU analysis and land use strategy; concept design, engineering estimates (shall cover Task 2 of TORs)				
1.4	Trunk infrastructure delivery & funding options (shall cover Task 3 of TORs)				
1.5	Tenant attraction & anchoring strategy (shall cover Task 4 of TORs)				
1.6	Financial model, PPP options analysis, market sounding, commercial/ transaction structuring (shall cover Task 5 of TORs)	1 month	Financial Model, Commercial/ Transaction Structuring Report, including marketing materials	Approval of Transaction Structure	15%
Phase 2: Transaction Advisory – Procurement Support (Tasks 6 & 7 of TORs)					
2.2	Procurement and bid process support (including legal support)	1 month	Bidding documentation package including – prequalification documents, Request for Proposal (RFP), draft Concession/JV agreement and any other supplementary agreements of the project	Approval of bidding documentation package	15%
2.3	Support in execution of the procurement process and selection of the successful bidder (through Letter of Award/ Acceptance)	4 months	Letter of Award	Acceptance of Letter of Award	20%
Phase 3: Transaction Advisory – Negotiations and Financial Close (Task 8 of TORs)					
3.1	Signed PPP/ JV Agreements along with execution of ancillary agreements and other required documents	1 month	Executed PPP Agreement		10%
3.2	Financial Close	6 months	Achievement of financial close		10%

6. Reporting and Governance Structure

The Consultant will report to the Special Technology Zones Authority (STZA).

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

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

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

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

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/Husban d's Name in full	Current National ity	Any other National ity (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

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

Name and signature

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

SPECIAL CONDITIONS OF CONTRACT

Hiring of a Transaction Advisor for the Development of the Islamabad Technopolis Project on a Public-Private Partnership basis

The following Special Conditions of Contract shall amend or supplement the General Conditions of Contract as the case may be. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated below in parenthesis.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC 1)		
1.		<p>The following definitions are added to Clause GCC 1. The terms already defined in Clause GCC 1 are not redefined and bear the meanings given to them there.</p> <p>1.25 “Approved Deliverable” means a Deliverable approved by STZA on the recommendation of the PSC;</p> <p>1.26 “Authority” means Public Procurement Regulatory Authority;</p> <p>1.27 “Consortium” means an association of two or more entities jointly undertaking the Services under this Contract. At least one of the members of the Consortium shall be duly registered or incorporated in Pakistan, while the other members may be entities duly registered or incorporated in Pakistan or in a foreign jurisdiction. The Lead Member shall be duly authorised to represent and bind every Consortium member in all matters relating to the procurement and performance of this Contract, and all members shall be jointly and severally liable to STZA for the due, complete and timely performance of the Consultant’s obligations. No change in the composition, Lead Member or respective responsibilities of the Consortium members shall be permitted without STZA’s prior written approval and compliance with Applicable Law;</p> <p>1.28 “Commercial Close” means the date on which the PPP Agreement for the relevant transaction is duly executed and becomes legally binding upon its parties, subject to any expressly stated conditions precedent;</p> <p>1.29 “Contract” means this executed Agreement including the GCC, TOR’s, STZA’s Request for Proposals and issued addenda and clarifications, the Consultant’s accepted Technical Proposal, the accepted Financial Proposal and payment schedule, the notification of award, and any other document expressly incorporated into the Contract;</p> <p>1.30 “Contract Price” means the all-inclusive amount stated in the Contract Data, including all taxes, duties, overheads and costs allocated to the Consultant under this Contract.</p> <p>1.31 “Deliverable” means each report, model, study, instrument, dataset, presentation or other output identified in the TOR’s and payment schedule, including its supporting working papers and editable source files;</p>

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>1.32 “Financial Close” means the date on which all conditions precedent to the first disbursement under the financing documents for the relevant transaction have been satisfied or waived in accordance with those documents;</p> <p>1.33 “P3A” means the Public Private Partnership Authority established under the Public Private Partnership Authority Act, 2017.</p> <p>1.34 “Project” means the Hiring of Transaction Advisor for Development of Islamabad Technopolis Project in PPP Model;</p> <p>1.35 “Project Development Facility (PDF)” shall have the same meaning as Section 12 of the P3A Act, 2017;</p> <p>1.36 “PDF Amount” means the amount of Project Development Facility support approved by P3A Board, and actually disbursed or committed for eligible expenditure relating to the Project, as notified by P3A from time to time;</p> <p>1.37 “Project Steering Committee (PSC)” means the joint project-governance forum comprising of STZA, P3A and any other stakeholder for coordination, oversight, review and facilitation of the Services and the proposed PPP transaction, in accordance with the applicable PDF and the terms of reference approved by STZA and P3A;</p> <p>1.38 “Services” means the transaction-advisory services, Deliverables and obligations described in the TOR and the documents comprising this Contract, including all relevant documents forming a part of this contract;</p> <p>1.39 “STZA” means the Special Technology Zones Authority, an autonomous statutory authority established under section 3 of the Special Technology Zones Authority Act, 2021, and includes its lawful successors;</p> <p>1.40 “Working Day” means a day other than Saturday, Sunday or a public holiday observed by the Federal Government in Islamabad.</p>
2.	1.20	<p>1.20 “Site” means the land and locations relating to the Islamabad Technopolis Project that may be examined for planning, surveys, legal and technical due diligence and other advisory purposes under the TOR. The Consultant does not execute physical Works or acquire possession, custody or control of the Site by reason only of performing the Services.</p>
Relationship between the Parties (GCC 2)		
3.	2.1	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the STZA and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
Language (GCC 4)		
4.	4.1	<p>The language is English.</p>
Communications (GCC 6)		

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.	6.1 and 6.2	<p>The addresses are:</p> <p>The Procuring Agency: Special Technology Zones Authority (STZA), Manager Procurement, 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad Capital Territory.</p> <p>The Consultant: _____ [to be inserted at the time of contract signing].</p>
Authority of Member in Charge (GCC 8)		
6.	8.1	<p>The Lead Member on behalf of the Joint Venture/Consortium is _____.</p>
Authorized Representatives (GCC 9)		
7.	9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: _____.</p> <p>For the Consultant: _____.</p>
Fraud and Corruption (GCC 10)		
8.		<p>The following is added to Clause GCC 10:</p> <p>10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), service providers, suppliers, and their personnel, to permit the STZA to inspect all accounts, records and other documents relating to any matters contemplated in or incidental to this Contract either by itself or through auditors, at its cost and expense, including bid submission and the procurement process, and to have them audited by auditors appointed by the STZA.</p> <p>10.3 Any communications between the Bidder and the STZA related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>10.4 STZA will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>10.5 STZA will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions as per applicable PPRA Rules.</p>
Effectiveness of Contract (GCC 11)		
9.		<p>The effectiveness conditions referred to in Clause GCC 11.1 are set out in Clause GCC 11.2 below. The following is added as Clause GCC 11.2:</p> <p>11.2 As conditions to the Effective Date, the Consultant shall provide the executed JV/consortium agreement and powers of attorney, valid performance security or retention arrangements required by the RFP, evidence of professional indemnity and other required insurance, corporate and tax registrations, conflict disclosures, and written confirmation of availability of the Key Experts. No Services shall commence before STZA issues the applicable written Notice to Proceed.</p>
Termination of Contract for Failure to Become Effective (GCC 12)		

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
10.	12.1	The time period after the date of Contract signature within which this Contract must become effective as per contract provisions.
Commencement of Services (GCC 13)		
11.	13.1	The number of days after the Effective Date within which the Consultant shall confirm the availability of the Key Experts and begin carrying out the Services shall be as per the Effective Date. Confirmation of the Key Experts' availability shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.
Expiration of Contract (GCC 14)		
12.	14.1	This Contract shall expire 17 months after the Effective Date unless otherwise agreed between the parties in writing.
Modifications or Variations (GCC 16)		
13.		<p>The following is added to Clause GCC 16:</p> <p>16.3 No amendment or extension is effective unless recorded in a written instrument signed by authorised representatives of both Parties which states the modified or varied scope, Deliverables, price, time and funding and records all competent approvals and procurement compliance. Where the approved PPP structure is affected, the required P3A confirmation or re-approval shall also be obtained. The Consultant shall not act upon an oral instruction as a Variation.</p>
Termination (GCC 19)		
14.	19.2	Clause GCC 19.2 (d) is deleted in its entirety.
15.	19.5	<p>Clause GCC 19.5 is substituted by the following:</p> <p>19.5 Upon termination, only the following may be verified and forwarded for payment under the PDF: (a) amounts for Approved Deliverables completed before the effective termination date; and (b) where STZA elects in writing to receive it and the PSC confirms that it is severable, compliant and usable, the reasonable evidenced value of work in progress, subject to the Contract Price. No amount is payable for rejected or unusable work, unperformed Services, anticipated profit, demobilisation or unapproved expenditure. The Consultant shall promptly deliver all Project materials, editable files, models, data, correspondence, credentials and records; provide an orderly handover; and refund any overpayment. STZA may notify and apply any lawful set-off or recovery before forwarding a payment request.</p>
General (GCC 20)		
16.	20.1.1	<p>Clause GCC 20.1.1 is deleted and replaced by the following:</p> <p>20.1.1 The Consultant shall perform the Services with the skill, care, diligence, independence, judgment and foresight reasonably expected of a leading international PPP transaction adviser experienced in projects of comparable nature, scale and complexity. It shall verify material inputs where</p>

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		verification is reasonably possible; clearly state assumptions and limitations; maintain an issues, dependencies and risk register; operate effective internal quality assurance; promptly warn STZA of errors, material risks and approval dependencies; and correct, at no additional cost, any non-conforming or deficient work. Review, comment, approval, payment or acceptance by STZA or P3A does not relieve the Consultant of professional responsibility, including responsibility for latent defects.
17.	20.1.3	Clause GCC 20.1.3 is deleted and replaced by the following: 20.1.3 The Consultant shall perform the Services itself, and shall not, in whole or in part, subcontract, delegate, outsource or otherwise transfer performance of any part of the Services to any other person.
18.		The following is added to Clause GCC 20.1: 20.1.4 The Consultant shall cooperate fully with the PSC and provide all information, presentations, explanations, working files and revisions reasonably required for the PSC to discharge its quality-assurance and project-governance functions. PSC review is an additional safeguard and does not transfer or dilute the Consultant's professional responsibility.
19.		The following is added to Clause GCC 20 as a new sub-clause 20.3 (Performance Guarantee): 20.3.1 The Consultant shall, within fifteen (15) days of receipt of the notification of award, furnish to STZA a performance guarantee in the amount specified, in the form of a bank guarantee issued by a scheduled bank in Pakistan, in the Performance Guarantee Form as specified by PPRA. The Performance Guarantee shall be furnished before the Effective Date. 20.3.2 The Consultant shall maintain the Performance Guarantee in full force and effect until sixty (60) days after the expiry or earlier termination of this Contract. Where the term of this Contract is extended, the Consultant shall extend the Performance Guarantee not less than thirty (30) days before its expiry, failing which STZA may call upon it in full. 20.3.3 STZA may call upon the Performance Guarantee, in whole or in part, where the Consultant fails to perform any obligation under this Contract, including any failure to remedy a deficiency notified under Clause GCC 18, or where this Contract is terminated under Clause GCC 19.1.1 or Clause GCC 19.1.2. Where STZA calls upon part of the Performance Guarantee, the Consultant shall restore it to the full amount within fifteen (15) days. 20.3.4 STZA shall release the Performance Guarantee, less any amount properly called, within thirty (30) days after the end of the period for which it is required to be maintained. No interest shall be payable by STZA on the Performance Guarantee or on any amount held under it. Any amount recovered under the Performance Guarantee shall be taken into account in computing the Consultant's liability under Clause GCC 23 and shall not be treated as additional to it.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>20.3.5 Failure to furnish, maintain, extend or restore the Performance Guarantee in accordance with Clauses GCC 20.3.1 to GCC 20.3.4 is a material breach of this Contract, and STZA may suspend payments under Clause GCC 18 or terminate under Clause GCC 19, without prejudice to any right or remedy available to STZA under the RFP or Applicable Law.</p> <p>The amount of the Performance Guarantee is 10% of the Contract Price in the form of a Bank Guarantee.</p>
Conflict of Interests (GCC 21)		
20.	21.1.2.1	<p>Clause GCC 21.1.2.1 is deleted and replaced by the following:</p> <p>During the Contract and for [twenty-four] months thereafter, the Consultant, every JV member, their Affiliates and personnel shall not participate, directly or indirectly, as bidder, developer, investor, lender-side adviser, contractor or supplier in the PPP procurement or Project where that participation creates, or may reasonably be perceived to create, a conflict arising from the Services, unless STZA determines in writing, consistently with Applicable Law and the RFP, that no conflict exists.</p>
Confidentiality (GCC 22)		
21.	22.2	<p>The following is added to Clause GCC 22:</p> <p>22.2 The Consultant shall restrict Confidential Information to personnel with a genuine need to know who are bound by written obligations no less protective than this Contract; maintain appropriate administrative, physical, technical and organisational safeguards; notify STZA within twenty-four (24) hours of any actual or suspected security incident; investigate, contain and remedy it at its own cost; and return or securely delete information and certify deletion upon request. It shall not make any publicity announcement, use STZA's name or logo, transfer or permit access to Confidential Information outside Pakistan, or upload it to any external artificial-intelligence or machine-learning system without STZA's prior written approval. The Consultant remains liable for its recipients and service providers.</p>
Liability of the Consultant (GCC 23)		
22.	23.1	<p>The following additional provisions apply to the Consultant's liability:</p> <p>23.1 The Consultant shall be liable for all loss, damage, cost and expense suffered or incurred by STZA arising from the Consultant's breach of this Contract, negligence, professional error or omission, or the acts or omissions of its JV members, Experts, and personnel. The Consultant's aggregate liability shall be limited to the amount stated in the Contract Data, except that no limitation shall apply to fraud, corruption, wilful misconduct, gross negligence, breach of confidentiality or data-security obligations, infringement of intellectual-property rights, death or personal injury, or any liability which cannot lawfully be limited.</p>

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		The amount referred to in this Clause, being the limit of the Consultant's aggregate liability, is capped at the contract price.
Accounting, Inspection and Auditing (GCC 25)		
23.	25.2	<p>Clause GCC 25.2 is deleted and replaced by the following:</p> <p>The Consultant shall permit, and shall ensure that its JV members, Experts, agents, service providers and personnel permit, STZA and every competent governmental, regulatory, funding or audit authority to inspect, copy and audit all accounts, records, working papers and documents relating to the procurement and performance of this Contract. The Consultant shall retain such records for the period prescribed in the Contract Data or Applicable Law, whichever is longer, and shall provide reasonable cooperation in any inspection, audit or investigation.</p> <p>The record retention period referred to in this Clause is 2 years from the date of the final payment.</p>
Reporting Obligations (GCC 26)		
24.	26.1	<p>Clause GCC 26.1 is deleted and replaced by the following:</p> <p>The Consultant shall submit each Deliverable specified in the Terms of Reference and Deliverables Schedule to STZA within the prescribed time, in searchable PDF and editable native formats, together with all supporting data, calculations, models, working papers and source files reasonably required for its proper review.</p>
25.		<p>The following is added to Clause GCC 26:</p> <p>26.2 STZA shall circulate each complete Deliverable to all members of the Project Steering Committee. The PSC shall review the Deliverable in its entirety, bringing their respective institutional expertise to the review process. The PSC may require the Consultant to present, explain or provide further supporting information concerning the Deliverable.</p> <p>26.3 Following its review, the PSC shall classify the Deliverable as:</p> <ul style="list-style-type: none"> (a) recommended to STZA for approval; (b) recommended for approval subject to specified minor corrections; (c) recommended for revision and resubmission; or (d) recommended for rejection with recorded reasons. <p>The PSC's consolidated recommendation and comments shall be communicated to the Consultant in writing through STZA's Authorized Representative. STZA shall then decide whether to approve, approve subject to correction, require revision, or reject the Deliverable; if STZA's decision departs from the PSC's recommendation, STZA shall record its reasons in writing. A Deliverable classified under sub-clause (b) shall become an Approved Deliverable only when the required corrections have been completed and their completion has been confirmed in writing on behalf of the STZA.</p>

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>26.4 The Consultant shall address the consolidated comments and submit the corrected Deliverable, together with a comment-response matrix, within [seven (7)] Working Days or such other period specified by STZA. Corrections required because of an error, omission, deficiency or non-compliance by the Consultant shall be completed without additional cost.</p> <p>26.5 STZA's approval of a Deliverable, given on the recommendation of the PSC, shall constitute approval of the relevant Deliverable for all purposes under this Contract, including eligibility for invoicing and forwarding of the corresponding payment request under the PDF. STZA shall record the PSC's recommendation and undertake the administrative steps required under Clauses GCC 41 and GCC 46. No review, recommendation, approval, use or payment shall relieve the Consultant of responsibility for the accuracy, completeness, professional quality, contractual compliance or latent defects of its work.</p> <p>26.6 For avoidance of doubt, the PSC's review and recommendation role does not displace the Bid Evaluation Committee in any procurement evaluation and does not transfer STZA's statutory status as procuring agency or its power to issue contractual notices, variations, suspension, termination or a Notice to Proceed.</p> <p>26.7 The PSC is responsible for steering and enabling oversight over the operationalisation and execution of this Contract, exercising the coordination, review and quality-assurance functions assigned to it under this Clause and Clause GCC 20.1.4 in accordance with its terms of reference. This responsibility is confined to the PSC's governance and oversight function; it does not transfer, dilute or substitute for STZA's own contractual authority and statutory functions as procuring agency, or the Consultant's professional responsibility for the Services, and it does not create any liability on the part of STZA, or any ground of claim by the Consultant, beyond STZA's own express obligations under this Contract.</p> <p>26.8 All Deliverables shall be approved by STZA on the recommendation of the PSC. STZA shall not approve a Deliverable unless the PSC has first reviewed it and recommended its approval.</p>
Proprietary Rights of the Procuring Agency in Reports and Records (GCC 27)		
26.	27.1	No exceptions. All reports and relevant data and information compiled or prepared by the Consultant for the Procuring Agency in the course of the Services are and remain the absolute property of the Procuring Agency.
27.	27.2	Neither Party shall use the documents and software referred to in Clause GCC 27.2 for purposes unrelated to this Contract without the prior written approval of the other Party.
Equipment, Vehicles and Materials (GCC 28)		
28.	28	Clause GCC 28 shall not apply to this Contract. No equipment, vehicle or material is made available to the Consultant by the Procuring Agency, and no

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		funds are provided by the Procuring Agency to the Consultant for the purchase of any equipment, vehicle or material.
Description of Key Experts (GCC 30)		
29.		<p>Clauses GCC 30.2 and GCC 30.3 shall not apply to this Contract, and are replaced by the following:</p> <p>30.2 The deployment and availability of Key Experts shall comply with the accepted Technical Proposal and work plan. The Consultant may adjust sequencing only with STZA's prior written approval and without reducing inputs, quality, accountability or availability or increasing the Contract Price.</p> <p>30.3 Corrections, clarifications and work reasonably incidental to producing a compliant Deliverable within the awarded TOR are included in the Contract Price. Any amendment to the scope may be required only through a valid Contract; no material additional service shall be imposed or undertaken informally.</p>
Replacement of Key Experts (GCC 31)		
30.	31.2	<p>Clause GCC 31.2 is deleted and replaced by the following:</p> <p>A Key Expert may be replaced only for circumstances beyond the Consultant's reasonable control or upon a substantiated request. The replacement must possess qualifications and experience equal to or better than the evaluated expert, requires STZA's prior written approval on the recommendation of the PSC, and shall not increase the Contract Price or delay the Services. The Consultant shall provide a complete handover at its own cost.</p>
Approval of Additional Key Experts (GCC 32)		
31.	32.1	<p>Clause GCC 32.1 is deleted and replaced by the following:</p> <p>Any additional Key Expert requires STZA's prior written approval on the recommendation of the PSC. Such approval creates no entitlement to additional payment unless the added scope and price are authorised through a valid Variation and confirmed as eligible under the PDF.</p>
32.	33.4	<p>The following is added to Clause GCC 33:</p> <p>33.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
Working Hours, Overtime, Leave, etc. (GCC 35)		
33.	35.1	<p>Clause GCC 35.1 is deleted and replaced by the following:</p> <p>The Consultant shall arrange the working hours, travel, leave and deployment of its Experts consistently with the accepted work plan and without delay to the Services. Such arrangements shall not create any entitlement to time-based remuneration or additional payment.</p>
Assistance and Exemptions (GCC 36)		
34.	36.1	<p>Clause GCC 36.1, including sub-clauses 36.1.1 to 36.1.6, is deleted and replaced by the following:</p>

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>36.1.1 The Consultant shall be responsible for obtaining and maintaining all visas, permits, registrations, licences, approvals and clearances required by it, its Experts and its personnel to perform the Services and to comply with Applicable Law, including immigration, customs, exchange-control, taxation and professional-registration requirements, and shall bear all associated costs. STZA shall extend full support where applicable.</p> <p>36.1.2 Nothing in this Clause constitutes a warranty or undertaking by STZA that any permit, visa, clearance, exemption or approval will be granted, or granted within any period. No failure or delay by any authority shall entitle the Consultant to any extension of time, additional payment, compensation or other claim against STZA, and STZA shall have no liability of any kind under this Clause.</p>
Change in the Applicable Law Related to Taxes and Duties (GCC 38)		
35.	38.1	<p>Clause GCC 38.1 is deleted and replaced by the following:</p> <p>The Contract Price and every fee, or other amount payable in connection with the Services shall be inclusive of all applicable taxes, duties, levies, charges and statutory liabilities. The Consultant shall be responsible for determining and discharging all taxes and statutory liabilities applicable to it, its JV/Consortium members, and Experts.</p>
Services, Facilities and Property of the Procuring Agency (GCC 39)		
36.	39.2	<p>Clause GCC 39.2 is deleted and replaced by the following:</p> <p>If any service or facility expressly required to be provided by STZA under this Contract is not made available when required, the Consultant shall promptly notify STZA, identifying the resulting effect on performance. The Parties shall take reasonable measures to mitigate such effect and may agree an appropriate extension of time. No additional payment shall arise unless the additional scope, amount and funding have been authorised through a written Variation in accordance with Clause GCC 16.</p>
Counterpart Personnel (GCC 40)		
37.	40	<p>Clause GCC 40, including sub-clauses 40.1 to 40.3, is deleted and replaced by the following:</p> <p>40.1 STZA may designate a focal person for coordination. All STZA personnel remain under STZA's exclusive direction and shall not constitute personnel or resources of the Consultant. The Consultant remains solely responsible for performing the Services and may not direct or require replacement of STZA personnel.</p> <p>No counterpart personnel are to be provided by STZA.</p>
Payment Obligation (GCC 41)		

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
38.	41.1	<p>Clause GCC 41.1 is deleted and replaced by the following:</p> <p>41.1 Payments shall be made under the PDF strictly against Approved Deliverables and in the amounts stated in the payment schedule. No payment becomes due merely because time has elapsed, personnel have been deployed or expenditure has been incurred.</p> <p>41.3 For purposes of this Contract, a disputed amount shall not become payable by STZA. STZA shall not be liable for any incomplete, unsupported or ineligible amount.</p> <p>The following clause is added to GCC 41:</p> <p>41.2 Following approval of a Deliverable by STZA on the recommendation of the PSC, STZA shall verify the corresponding complete and compliant invoice and forward the payment request and supporting documentation for payment under the PDF within ten (10) Working Days. Where STZA considers any part of an invoice incomplete, incorrect, unsupported, ineligible or otherwise disputed, it shall notify the Consultant in writing within the same period, giving reasonable particulars, and shall forward any severable undisputed portion for payment under the PDF. Payment shall be made exclusively under the PDF. STZA's obligations under this Clause are limited to verification and forwarding of eligible payment requests for processing under the PDF. STZA assumes no independent obligation to pay any amount to the Consultant and shall have no liability of any kind.</p> <p>The following clause is added to GCC 41:</p> <p>41.3 For purposes of this Contract, a disputed amount shall not become payable by STZA. STZA shall not be liable for any incomplete, unsupported or ineligible amount.</p>
Ceiling Amount (GCC 42)		
39.	42.1	<p>Clause GCC 42.1 is deleted and replaced by the following:</p> <p>42.1 The Contract Price is the fixed, capped and all-inclusive amount stated in the Contract Data. Appendix C (Remuneration) and Appendix D (Reimbursable expenses) are not used and have no application to this Contract.</p> <p>The Contract Price is PKR _____ [to be inserted at the time of contract signing], being the price in the accepted Financial Proposal.</p> <p>The Contract Price is payable against Approved Deliverables in accordance with the Payment Schedule.</p>
Remuneration and Reimbursable Expenses (GCC 43)		
40.	43.1 and 43.2	Clauses GCC 43.1 and GCC 43.2 are deleted and replaced by the following:

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		43.1 Deliverables shall be submitted, reviewed, revised and approved exclusively in accordance with Clause GCC 26. Following approval of a Deliverable by STZA on recommendation of the PSC, the Consultant may submit the corresponding invoice to STZA in accordance with Clause GCC 46. STZA shall verify that the invoice corresponds with the Approved Deliverable and payment schedule and shall forward the complete payment request and supporting documentation for payment under the PDF. STZA's verification and forwarding shall constitute an administrative step and not a separate approval or acceptance of the Deliverable.
41.	43.3	Price adjustment on the remuneration does not apply. Clause GCC 43.3 is deleted and replaced by the following: 43.3 No increase or adjustment in the Contract Price or any component thereof shall be permitted except pursuant to a written Variation authorised in accordance with this Contract, Applicable Law, the applicable procurement requirements and confirmed availability under the PDF.
42.	43.4	Clause GCC 43.4 is deleted and replaced by the following: 43.4 The Contract Price shall include all professional fees, personnel costs, travel, accommodation, communications, equipment, overheads, profit, taxes and other expenditure required for complete performance of the Services, except for any item expressly identified, priced and accepted in the Financial Proposal and Contract Data, inclusive of all applicable taxes and supported by the evidence required under the Contract Data.
43.	43.5	Clause GCC 43.5 shall not apply to this Contract.
Taxes and Duties (GCC 44)		
44.	44.1	Clause GCC 44.1 is deleted and replaced by the following: The Consultant, its JV/Consortium members, and Experts are responsible for all taxes and statutory liabilities imposed upon them. STZA shall deduct or withhold amounts required by Applicable Law, and the corresponding certificate shall be provided where required.
45.	44.2	Clause GCC 44.2 shall not apply to this Contract. No local identifiable indirect tax shall be reimbursed to the Consultant or paid by the Procuring Agency on the Consultant's behalf.
Currency of Payment (GCC 45)		
46.	45.1	The currency of payment is the Pakistani Rupee. All prices, invoices and payments under this Contract shall be denominated and paid exclusively in Pakistani Rupees.
Mode of Billing and Payment (GCC 46)		
47.	46.1 (a)	Clause GCC 46.1(a) shall not apply to this Contract. No advance payment shall be made and no advance payment bank guarantee is required.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
48.	46.1 (b) and (c)	<p>Clauses GCC 46.1(b) is deleted and replaced by the following:</p> <p>46.1(b) The Consultant may submit an invoice to STZA only after the corresponding Deliverable has been approved by STZA on recommendation of the PSC. Each invoice shall identify the Approved Deliverable, the amount stated in the payment schedule, applicable taxes and deductions and all required supporting documents. STZA shall, within ten (10) Working Days after receiving a complete and correct invoice, verify and forward the payment request and supporting documentation for payment under the PDF. Where an invoice is incomplete or does not correspond with the Approved Deliverable or payment schedule, STZA shall notify the Consultant within the same period, identifying the deficiency. If any objection or request for clarification is received in connection with the payment request, STZA shall promptly communicate it to the Consultant and facilitate its resolution. Payment is expected to be processed within the period prescribed under the applicable PDF arrangements following receipt of a complete payment request. No advance payment, time-based invoice, foreign-currency claim or reimbursable-expense claim shall be permitted unless expressly included in the accepted Financial Proposal. Payment shall not waive any latent defect, breach, audit right or right of recovery.</p> <p>Clause GCC 46.1 (c) is deleted and not applicable.</p>
49.	46.1 (d)	<p>Clause GCC 46.1(d) is deleted and replaced by the following:</p> <p>46.1(d) The final payment under this Contract shall be verified and forwarded by STZA for payment under the PDF only after the final Deliverable has been approved by STZA on the recommendation of the PSC in accordance with Clause GCC 26 and the Consultant has submitted a final invoice identified as such. Neither the Services, nor any Deliverable, report or invoice, shall be deemed completed, accepted or approved by the passage of time, and no approval or acceptance shall arise otherwise than by the express written approval of STZA given on the recommendation of the PSC. Any amount paid under the PDF in excess of the amounts payable in accordance with this Contract shall be reimbursed by the Consultant within thirty (30) days after receipt of notice thereof. A claim for such reimbursement may be made within twelve (12) calendar months after the approval of the final Deliverable and the final invoice, without prejudice to any longer period available under Applicable Law and without limit of time in the case of fraud, corruption, wilful misconduct or gross negligence.</p>
50.	46.1 (e)	<p>The account of the Consultant for payment in local currency is _____ [to be inserted at the time of contract signing].</p> <p>No foreign currency account is required.</p>
Interest on Delayed Payments (GCC 47)		
51.	47.1	Clause GCC 47.1 is deleted and not applicable.
Amicable Settlement (GCC 49)		

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
52.	49	<p>Clause GCC 49, including sub-clauses 49.1 to 49.3, is deleted and replaced by the following:</p> <p>49.1 A dispute arising out of or in connection with this Contract shall first be referred by written notice to the Parties' designated contract representatives. If unresolved within seven (7) days, it shall be escalated to one authorised senior officer of each Party for good-faith negotiations for a further fourteen (14) days.</p> <p>49.2 If a dispute remains unresolved after the negotiations under Clause GCC 49.1, either Party may, by written notice to the other, refer it to a joint settlement meeting. STZA shall ensure the attendance of representatives of the PSC, the Consultant shall ensure the attendance of its senior management. The meeting shall convene within fourteen (14) days of the referral, and the persons attending shall use good-faith efforts to reach an amicable settlement within a further twenty-one (21) days. If no settlement is reached within that period, either Party may proceed to arbitration under Clause GCC 49.3.</p> <p>49.3 If unresolved, the dispute shall be finally determined by arbitration under the Arbitration Act, 1940. The tribunal shall consist of one arbitrator appointed by agreement within fourteen (14) days, failing which appointment shall be sought from a court of competent jurisdiction. The seat and venue shall be Islamabad, Pakistan; the language shall be English; and the award shall be reasoned and binding.</p> <p>The following is added to clause GCC 49:</p> <p>49.4 During a dispute, the Parties shall continue performing their undisputed obligations. STZA shall continue to verify and forward for payment under the PDF any undisputed amount relating to an Approved Deliverable. STZA may decline to forward any genuinely disputed or unsupported amount after notifying the Consultant in writing of the reasons.</p>
PDF Recovery		
53.		<p>The following clause is inserted:</p> <ol style="list-style-type: none"> 1. As an integral part of the Services, the Consultant shall ensure that the Request for Proposals and the PPP Agreement for the first transaction under the Project contain a clear, binding and enforceable obligation requiring the successful private party to: (a) reimburse the PDF Amount in full at Commercial Close, as expressly specified in the RFP and PPP Agreement for the first transaction, as prescribed in the Request for Proposals and the PPP Agreement for that transaction; and (b) pay P3A's applicable fee, as determined under the prevailing P3A Fees, Charges and Advisory Services Regulations or by the competent authority of P3A at the time the transaction or commercial structure for the first transaction is approved. The Consultant shall identify the amount, payee or designated account, payment trigger, timing, evidence of payment, tax treatment, survival, enforcement and

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		consequences of non-payment in the relevant transaction documents, consistently with the applicable P3A legal framework and approvals. P3A's applicable fee shall continue to apply to subsequent transactions under the Project in accordance with the framework then in force.
Successive Phases/Tasks of Engagement		
54.		<p>The following clause is inserted:</p> <ol style="list-style-type: none"> 1. Task 0 - Engagement Planning shall constitute the initial commencement and planning task. The Consultant shall submit the Task 0 for approval. Upon approval by STZA, on the recommendation of the PSC of the Task 0 Deliverable, the Consultant shall be authorised, without any further task-specific Notice to Proceed, to undertake any or all of the remaining tasks already included within the awarded Services, concurrently or successively, in accordance with the approved work plan, TORs and the contractual timelines. The Consultant shall coordinate the sequencing and interface of such tasks with the PSC and shall remain responsible for timely and coherent performance of the Services. 2. Every Deliverable produced during Task 0 or any subsequent task shall be submitted, reviewed, revised and approved. The Consultant shall address the PSC's consolidated comments within the period specified and without additional cost where such comments arise from any error, omission, deficiency or failure by the Consultant to comply with this Contract. 3. Approval by the STZA on the recommendation of the PSC of the Task 0 shall activate the remaining tasks expressly included, priced and evaluated within the awarded Services. No separate approval or Notice to Proceed shall be required merely to commence an already-awarded subsequent task. For avoidance of doubt: (a) every Deliverable produced under any task remains subject to Clause GCC 26; (b) no invoice may be submitted and no payment request may be forwarded until the relevant Deliverable has been approved by STZA on the recommendation of the PSC; (c) automatic activation shall not expand the awarded scope, increase the Contract Price or authorise any task or service that was not expressly described, priced and evaluated in the RFP and this Contract; and (d) automatic activation shall not restrict STZA's rights of direction, suspension, Variation or termination under this Contract. 4. Following approval of the Task 0 - Engagement Planning Inception Deliverable, the Consultant may undertake the subsequent tasks included within the awarded Services concurrently or successively in

SCC Clause No.	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>accordance with the approved work plan. The Services under those tasks may include:</p> <ul style="list-style-type: none"> (a) reviewing, updating and revalidating the feasibility study and its technical, commercial, financial, legal and regulatory assumptions; (b) updating the financial feasibility analysis, legal due diligence, value-for-money assessment, affordability analysis, fiscal-risk assessment, risk-allocation framework, proposed PPP modality and any viability-gap-funding requirements; (c) preparing the bidding documents, PPP Agreement and other transaction documents in accordance with Applicable Law and STZA's requirements; (d) supporting market engagement, the procurement process, evaluation, negotiations and commercial close; and (e) assisting STZA in satisfying the applicable conditions precedent and supporting the selected private party through to Financial Close. <p>5. The scope, Deliverables, timelines, Key Experts and consultancy fee applicable to each subsequent task shall be those expressly identified, priced and evaluated in the RFP, the Consultant's Financial Proposal and this Contract. The consultancy fee for a task included within the awarded Services shall be fixed, all-inclusive and subject to no escalation, except pursuant to a Variation expressly permitted under the Contract and Applicable Law. No material scope, fee or pricing formula may be determined or negotiated after award unless undertaken through a procedure permitted under Applicable Law.</p> <p>6. All fees, costs and expenses payable to the Consultant for an activated task shall be governed exclusively by the fixed price and payment schedule applicable to that task. The Consultant shall not be entitled to any additional reimbursement, escalation or payment except under a duly approved written Variation.</p> <p>7. Approval by STZA, given on the recommendation of the PSC shall constitute approval of the relevant Deliverable for all purposes under this Contract. Following that approval, STZA shall record the approval and undertake the invoice-verification and forwarding functions prescribed under Clauses GCC 41 and GCC 46 (as amended here). Such verification and forwarding shall not constitute a separate substantive approval of the Deliverable. Neither PSC's recommendation, STZA's approval, use of a Deliverable nor payment shall relieve the Consultant of responsibility for its work.</p>

Form TECH-2 (FULL TECHNICAL PROPOSAL)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [as per this RFP] years.
2. List only those assignments for which the Consultant was legally contracted by the STZA as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references as requested by the STZA in this RFP.

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of STZA & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}