



SPECIAL TECHNOLOGY ZONES AUTHORITY
CABINET DIVISION



SPECIAL TECHNOLOGY ZONES AUTHORITY

CABINET DIVISION

ADDENDUM

Request For Proposal

“PHASE-2: INCENTIVE TRANSITION AND ECOSYSTEM STRENGTHNING PROGRAM FOR STZA.”

Reference STZA Request For Proposal for “Phase-2: Incentive Transition and Ecosystem Strengthening Program for STZA” having tender number T# 99 / 25-26, published in Daily Express Tribune and Daily Ausaf on 01-05-2026 (PID (I) 8794/25), PPRA & STZA websites and EPADs. All prospective bidders are hereby informed that Special Technology Zones Authority (STZA) has updated Terms of Reference as detailed below:-

Page No.	Sub-Clause No./Title	Amendment
Section VII: Terms of Reference		
57 of 90	Pilot Phase Design and Implementation Support	The text “ <u>Note: Upon successful completion and approval of deliverables No. 1 and 2, 10% payment will be released and 20% payment will be released after successful completion and approval of deliverable No. 3.</u> ” is added under payment disbursement

The last date for submission of bids has also been changed from 04 June 2026 to 11 June 2026 (Thursday) before 1100 hours and bid shall be opened on the same day at 1130 hours. All other Terms & Conditions of the bidding documents shall remain intact.

Manager Procurement

Procurement@stza.gov.pk

Special Technology Zones Authority

16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad



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Request For Proposal

“PHASE-2: INCENTIVE TRANSITION AND ECOSYSTEM STRENGTHNING PROGRAM FOR STZA.”

Special Technology Zones Authority (STZA) invites bids, in favor of Manager Procurement, from reputed firms registered with Income Tax and Sales Tax departments, Government of Pakistan, who are on the Active Taxpayers List (ATL) of FBR for the **“PHASE-2: INCENTIVE TRANSITION AND ECOSYSTEM STRENGTHNING PROGRAM FOR STZA.”**. Bidding documents, containing detailed specifications and other terms and conditions, can be downloaded from the STZA website <http://www.stza.gov.pk/> and PPRA website www.ppra.org.pk and EPADS at <https://eprocure.gov.pk/>

Proposals should be submitted on EPADS at <https://eprocure.gov.pk> up to 11th June 2026 at 1100 hrs. In case the proposal is not submitted on EPADS it will not be accepted by the STZA in the hard form. The Affidavit as per the prescribed format and the earnest money in the form of Pay Order issued by a scheduled bank of Rs. 3,000,000 in favor of the Special Technology Zones Authority must be submitted at the office of the undersigned before the deadline. Pre-bid meeting will be held on 11th May 2026 at 1130 hrs in the committee room of STZA The proposal will be opened on the same date i.e. 11th June 2026 at 1130 hrs In the Committee Room of STZA in the presence of bidders/their representatives, who would care to be present at the time of opening of bids.

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Bidding Documents for Procurement of Consultancy Services

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Invitation for Proposal (IFP)

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

Section 2 & 3: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 4: Technical Proposal – Standard Forms

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

Section 5: Financial Proposal – Standard Forms

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

Section 6: Eligible Countries

This Section contains information regarding eligible countries.

Section 7: Terms of Reference (TORs)

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



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PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8 & 9: Conditions of Contract and Standard Forms of Contract

This Section includes standard contract forms and includes General Conditions of Contract (“GCC”) that shall not be modified.



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Section-I: Invitation to Bids

1.1 INVITATION TO BIDDERS

BIDDING DOCUMENTS FOR PHASE-2: INCENTIVE TRANSITION AND ECOSYSTEM STRENGTHENING PROGRAM FOR STZA.

Bids are invited from Bidders, i.e. firms/companies/sole proprietors engaged in Consultancy Services, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc). The Bids shall be received as per single stage two envelope procedure.

Proposals should be submitted on EPADS at <https://eprocure.gov.pk> up to 11th June 2026 at 1100 hrs. In case the proposal is not submitted on EPADS it will not be accepted by the STZA in the hard form. The Affidavit, as per the prescribed format and the bid money in the form of a Pay Order issued by a scheduled bank in favor of the Special Technology Zones Authority of Rs. 3,000,000, must be submitted at the office of the undersigned before the deadline. The proposal will be opened on the same date, i.e., 11th June 2026 at 1130 hrs. In the Committee Room of STZA, in the presence of bidders/their representatives, who would care to be present at the time of opening of bids. The proposals received after the due date and time will not be considered. Interested eligible Bidders may obtain further information from STZA at the email address given below. Bid Validity will be of 180 days.

Bidding Documents are immediately available after the date of publication. STZA will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of an official holiday on the day of submission, the next day will be treated as the closing date. The Bidding document carrying all details can also be downloaded from the STZA website www.stza.gov.pk, the website of the Public Procurement Regulatory Authority www.ppra.org.pk, and EPADS at <https://eprocure.gov.pk/>

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Section II. Instructions to Consultants

A. General Provisions

1. Definitions	<p>1.1 Definition</p> <ul style="list-style-type: none">a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.c) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the STZA under the Contract.d) “Contract” means a legally binding written agreement signed between the STZA and the Consultant and includes all the attached documents listed in the General Conditions of Contract.e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.f) “Day” means a calendar day.g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or Joint Venture member(s).h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are
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	<p>jointly and severally liable to the STZA for the performance of the Contract.</p> <p>i) “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 CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the STZA to the Consultants.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the STZA for the selection of Consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the STZA as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the STZA during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities,</p>
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	<p>and tasks to be performed, respective responsibilities of the STZA and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The STZA named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 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.</p> <p>2.3 The STZA 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.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the STZA's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the STZA any situation of actual or potential conflict that impacts its capacity to serve the best interest of its STZA. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the STZA to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from</p>



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	subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another STZA.
c. Conflicting relationships	(iii) <u>Relationship with the STZA’s staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the STZA, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the STZA shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section VIII. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the STZA to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the STZA.
6.	6.1 The STZA permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared



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	<p>or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p>
c. Restrictions for public employees	<p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring <p style="padding-left: 40px;">(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <ul style="list-style-type: none"> (iii) their hiring would not create a conflict of interest.
B. Preparation of Proposals	
7. General Considerations	<p>7.1 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.</p>



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<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the STZA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The STZA is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the STZA, shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>
<p>11. Only One Proposal</p>	<p>11.1 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.</p>
<p>12. Proposal Validity</p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 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.</p> <p>12.3 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</p>



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	<p>further evaluation and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the STZA) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the STZA together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the STZA, such Proposal will be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
	<p>12.10 The Proposal Securing Declaration is required to protect the STZA against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p>
	<p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the STZA as non-responsive.</p>



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	12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.
	12.13 The successful Consultant’s Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant and furnishing the performance security.
	<p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the STZA for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the STZA’s address indicated in the Data Sheet. The STZA will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the STZA 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:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the STZA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the STZA may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal</p>



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	<p>submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> i. The STZA may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the STZA’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. ii. 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. iii. 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.
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any information regarding the Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of 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.</p>
<p>a. Taxes</p>	<p>16.2 The Consultant and its Subconsultants 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 STZA’s country is provided in the Data Sheet.</p>
<p>b. Currency of Proposal</p>	<p>16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in</p>



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	the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the</p>



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<p>Withdrawal of bids</p>	<p>Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the STZA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the STZA no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the STZA after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal is received by the STZA prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the STZA on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the STZA in the evaluation of the</p>



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	<p>Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the STZA on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Proposal (Technical Proposals)</p>	<p>19.1 The STZA will open all Proposal, in public, in the presence of Consultant’ or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the BDS. The Consultant’ representatives present shall sign a register as proof of their attendance.</p> <p>19.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5 The STZA’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the</p>



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	<p>Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20.Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the STZA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21.Evaluation of Technical Proposals</p>	<p>21.1 The STZA’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.</p>
<p>22.Public Opening of Financial Proposals (for QCBS, method)</p>	<p>22.1 After the technical evaluation is completed, the STZA shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>22.2 The Financial Proposals shall be opened by the STZA’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum</p>



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	<p>technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
23. Correction of Errors	<p>23.1 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.</p>
a. Time-Based Contracts	<p>23.1.1 If a Time-Based contract form is included in the RFP, the STZA’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 STZA’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.</p>
24. Taxes	<p>24.1 The STZA’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties in accordance with the instructions in the Data Sheet.</p>
25. Conversion to Single Currency	<p>25.1 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.</p>
26. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	<p>26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>



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D. Negotiations and Award	
27. Negotiations	<p>27.1 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.</p> <p>27.2 The STZA shall prepare minutes of negotiations that are signed by the STZA and the Consultant’s authorized representative.</p>
a. Availability of Key Experts	<p>27.3 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 Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the STZA proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>27.4 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.</p>
b. Technical negotiations	<p>27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the STZA’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.</p>
c. Financial Negotiations	<p>27.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.</p>
28. Conclusion of Negotiations	<p>27.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the STZA and the Consultant’s authorized representative.</p> <p>27.2 If the negotiations fail, the STZA shall inform the Consultant in writing of all pending issues and disagreements and provide</p>



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	<p>a final opportunity to the Consultant to respond. If disagreement persists, the STZA shall terminate the negotiations informing the Consultant of the reasons for doing so; and the STZA will invite the next-ranked Consultant to negotiate a Contract. Once the STZA commences negotiations with the next-ranked Consultant, the STZA shall not reopen the earlier negotiations.</p>
<p>29. Award of Contract</p>	<p>29.1. Subject to ITC 28, the STZA will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<p>30. Grievance Redressal Mechanism</p>	<p>30.1 STZA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.</p> <p>30.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>30.3 Any Bidder feeling aggrieved by any act of the STZA after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>30.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p>



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	<p>30.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>30.6 The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>30.7 Any bidder or the STZA not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>30.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>30.9 The committee shall call the record from the concerned STZA or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>30.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>30.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p>31.Mechanism of Blacklisting</p>	<p>31.1 The STZA shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and <p>Fails to</p> <ul style="list-style-type: none"> iii. abide by the id securing declaration; <p>31.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the STZA proposes to debar the bidder or contractor from participating in any public procurement of the STZA; and (c) the statement, if needed, about the intention of the STZA to make a request to the Authority for debarring the bidder or contractor</p>



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	<p>from participating in public procurements of all the procuring agencies.</p> <p>31.3 The STZA shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>31.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the STZA may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the STZA shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>31.5 In case the bidder or contractor submits written reply of the show cause notice, the STZA may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>31.6 The STZA shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the STZA for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>31.7 The STZA shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>31.8 The STZA shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>31.9 Such blacklisting or barring action shall be communicated by the STZA to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the STZA.</p> <p>31.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p>
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	<p>31.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the STZA. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>31.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
32. Performance Guarantee	<p>32.1 Within fifteen (15) days of the receipt of notification of award from the STZA, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the STZA.</p> <p>32.2 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available. After that, the STZA may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule read with Principles of Procurement.</p>



Section III. Proposal Data Sheet

A. General							
ITC Clause Reference							
2.1	<p>Name: Special Technology Zones Authority (STZA)</p> <p>Method of selection: Quality & Cost Based Selection.</p> <p>Award will be based on Lumpsum/Package wise.</p>						
2.2	<p>Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure</p> <p>The name of the assignment is: Phase-2 Study: STZ Incentive Transition and Ecosystem Strengthening Program for STZA</p>						
2.3	<p>A pre-proposal meeting will be held: Yes</p> <p>Date of pre-proposal conference/meeting: __11th May 2026 Time: 11:30 am Address: Special Technology Zones Authority, 16th Floor, New State Life Building, Blue Area, Islamabad</p>						
6.3.1	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>						
B. Preparation of Proposals							
9.1	<p>The language of the Bid is <i>“English.”</i></p> <p>All correspondence shall be in English.</p>						
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal:</p> <p>Power of Attorney to sign the Proposal</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">1.</td> <td>TECH-1</td> </tr> <tr> <td>2.</td> <td>TECH-2</td> </tr> <tr> <td>3.</td> <td>TECH-3</td> </tr> </table>	1.	TECH-1	2.	TECH-2	3.	TECH-3
1.	TECH-1						
2.	TECH-2						
3.	TECH-3						



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	<p>4. TECH-4 5. TECH-5 6. TECH-6</p> <p style="text-align: center;">Financial Proposal:</p> <p>Payments shall be made strictly on the basis of approved deliverables against each task/milestone.</p> <p>Each milestone submitted will be approved first by STZA and separate work order will be issued for each milestone to trigger the successful bidder to start the following one or more milestone(s).</p>
10.2	<p>Statement of Undertaking is required No</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No _____</p>
12.1	<p>Proposals shall be valid until <i>180 Days</i></p>
12.1	<p>The amount of bid security is: PKR 3,000,000 The bid security will be in the form of: Pay Order Pay order must be attached with technical proposal and submitted at the office of the undersigned before the deadline</p>
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Mehwish Iqbal, Manager Procurement, Special Technology Zones Authority. E-mail: procurement@stza.gov.pk</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal)</p>



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	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in Pakistani Rupees (Rs.)</p> <p>The Financial Proposal should state local costs in the STZA’s country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	Bidders are also required to submit their proposal on EPADS at https://eprocure.gov.pk . In case the bid is not submitted on EPADS, it will not be accepted by the STZA in hard form.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original;</p> <p>(b) Financial Proposal: one (1) original.</p> <p>Bidders are also required to submit their proposal on EPADS at https://eprocure.gov.pk. In case the bid is not submitted on EPADS, it will not be accepted by the STZA in hard form.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 11th June 2026</p> <p>Time: 1100 hrs</p> <p>The Proposal submission address is: Special Technology Zones Authority, 16th Floor, New State Life Building, Blue Area, Islamabad</p> <p>Bidders are also required to submit their proposal on EPADS at https://eprocure.gov.pk. In case the bid is not submitted on EPADS, it will not be accepted by the STZA in hard form.</p>
19.4	<p>An online option of the opening of the Technical Proposals is offered: Yes</p> <p><i>Bidders are also required to submit their proposal on EPADS at https://eprocure.gov.pk. In case the bid is not submitted on EPADS, it will not be accepted by the STZA in hard form.</i></p> <p>The opening shall take place at:</p> <p>Special Technology Zones Authority, 16th Floor, New State Life Building, Blue Area, Islamabad</p>



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	<p>Date: 11th June 2026. Time: 1130 hrs</p>																										
21.1	<p>Qualification Criteria Failure to meet any one of the following will result in disqualification and the proposal will not proceed to technical evaluation.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr No.</th> <th style="width: 20%;">Mandatory Requirement</th> <th style="width: 45%;">Minimum Requirement</th> <th style="width: 30%;">Documentary Evidence (Mandatory)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Legal Registration of Firm</td> <td>Firm must be legally registered in Pakistan as a consulting firm</td> <td>Certificate of Incorporation / Registration Certificate</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Minimum Years of Experience</td> <td>Minimum 15 years of consulting experience in policy advisory / tax advisory/ economic / Industrial consulting/ public sector consulting</td> <td>Incorporation certificate</td> </tr> <tr> <td style="text-align: center;">3</td> <td>International Affiliation / Membership</td> <td>The consulting firm must demonstrate an active affiliation, partnership, or membership with a recognized international consulting network, professional association, or global advisory organization.</td> <td>Documentary evidence such as membership certificate, partnership/affiliation agreement, confirmation letter from the international organization, or verifiable evidence from the official website of the relevant organization.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Tax Compliance</td> <td>Firm must be registered with relevant tax authorities</td> <td>NTN certificate / Tax registration certificate</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Affidavit</td> <td>Affidavit stating below statements (On stamp paper of minimum worth of Rs. 100/- and not older than 3 months) 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 provided information is correct.</td> <td>stamp paper of minimum worth of Rs. 100/- and not older than 3 months</td> </tr> </tbody> </table>			Sr No.	Mandatory Requirement	Minimum Requirement	Documentary Evidence (Mandatory)	1	Legal Registration of Firm	Firm must be legally registered in Pakistan as a consulting firm	Certificate of Incorporation / Registration Certificate	2	Minimum Years of Experience	Minimum 15 years of consulting experience in policy advisory / tax advisory/ economic / Industrial consulting/ public sector consulting	Incorporation certificate	3	International Affiliation / Membership	The consulting firm must demonstrate an active affiliation, partnership, or membership with a recognized international consulting network, professional association, or global advisory organization.	Documentary evidence such as membership certificate, partnership/affiliation agreement, confirmation letter from the international organization, or verifiable evidence from the official website of the relevant organization.	4	Tax Compliance	Firm must be registered with relevant tax authorities	NTN certificate / Tax registration certificate	5	Affidavit	Affidavit stating below statements (On stamp paper of minimum worth of Rs. 100/- and not older than 3 months) 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 provided information is correct.	stamp paper of minimum worth of Rs. 100/- and not older than 3 months
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		d. The Bidder is not insolvent, bankrupt, or blacklisted or debarred by any public agencies. Also stating that there are no pending criminal matters against the Bidder.			
Only firms meeting all above requirements will qualify for Technical Evaluation.					
21.1 (for FTP)	Consolidated Technical Evaluation Criteria (100 Marks)				
	Sr No.	Evaluation Criteria	Break Down	Marks	Mandatory Documentary Evidence
	1	Relevant Experience of Firm Experience in policy advisory, regulatory advisory, institutional reform, tax advisory, incentive design, industrial policy, SEZ/STZ frameworks		25	Completion certificates, contracts
		1.1 Experience in Fiscal Policy / Tax Reform/Tax Advisory / Industrial Incentive Frameworks Minimum 3 assignments in institutional reform regulatory advisory, tax policy, Tax advisory, or industrial incentive framework	3 assignments: 5mks 4-5 assignments: 8mks 6 or more assignments: 10mks		Completion certificates / contracts
	1.2 Experience in Special Economic Zones / Special Technology Zones/ Industrial Policy / Investment Incentive Programs Experience in design or advisory for SEZs, STZs,	2 assignments: 5mks 3-5 assignments: 8mks 6 or more assignments: 10mks		Contracts / completion certificates	



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	investment policy, or industrial development programs			
	1.3 Experience with International Development Institutions Assignments funded by IMF, World Bank, ADB or similar multilateral institutions	1 assignment: 2mks 2 assignments: 3mks 3 or more assignments: 5mks		Client references / contract copies/completion certificate
2	Average Annual Turnover Minimum PKR 20 Million average annual turnover during last three (03) financial years	200 – 300 million: 10mks 301 – 500 million: 15mks Above 500 million: 20mks	20	Audited Financial Statements OR Tax Returns
3	Key Experts / Proposed Team Qualification and experience of proposed experts		40	CVs, educational certificates, experience certificates
	3.1 Team Leader / Project Director Minimum 15 years experience , expertise in institutional reform/policy reform and leadership of similar assignments (Minimum qualification: Master’s Degree in Economics / Public Policy / public Administration / Development Studies / Finance/Accounting or relevant fields)	15 – 17 years: 5mks 18-20 years: 08mks 20+ years: 10mks		CV + educational degrees + experience certificates
	3.2 Expert Institutional Reform / Fiscal reform/ Economic Modeling	10 – 12 years: 5mks 13 - 15 years: 08mks 15+ years: 10mks		CV + educational degrees + experience certificates



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	<p>Expertise in institutional reform, tax policy, or economic analysis (Minimum qualification: Degree in Economics / Public Policy / public Administration / Development Studies / Finance)</p>			
	<p>3.3 Technology and Knowledge Ecosystem Expert</p> <p>Expertise in knowledge and technology zones, high-tech production parks, triple-helix model of innovation.</p> <p>(Minimum Qualification: Master’s degree in IT, Economics, Finance, Public policy, or related fields)</p>	<p>05 – 08 years: 5mks 09 - 12 years: 08mks 12+ years: 10mks</p>		<p>CV + educational degrees + experience certificates</p>
	<p>3.4 IMF Expert</p> <p>Expertise in supporting governments during IMF programme negotiations, reviews, and technical missions.</p> <p>(Minimum Qualification: Minimum 20 years of experience with Master’s degree Economics, International Finance, Public Policy, Accounting or related fields)</p>	<p>IMF Specific experience:</p> <p>03- 05 years: 5mks 06 - 08 years: 08mks 08+ years: 10mks</p>		<p>CV + educational degrees + experience certificates</p>
4	<p>Institutional Capacity of Firm</p> <p>Strength and resources of consulting firm</p>		15	<p>Firm profile/ Organogram on company’s letterhead</p>



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	<p>4.1 Organizational Strength</p> <p>Firm size, number of professionals, organizational structure</p>	<p>50–150 professionals; 2mks 151–300 professionals: 03mks ≥300 full-time professionals: 05mks</p>		<p>Organogram on company's letterhead</p>						
	<p>4.2 Multi-disciplinary Expertise</p> <p>Availability of institutional reform, economic policy, fiscal policy, tax policy, regulatory advisory, industrial policy, technology ecosystem policy and other relevant advisory expertise</p>	<p>In-house expertise in institutional reform, economic policy, fiscal policy, tax policy, regulatory advisory, industrial policy, technology ecosystem policy and other relevant advisory expertise</p> <p>1-3 specialist : 05 mks 4-7 specialists: 08 mks 7+ specialists : 10 mks</p>		<p>Organogram on company's letterhead + CVs of specialists</p>						
	Total		100							
<p>Minimum Passing Score: 75 Marks</p> <p>Financial Evaluation (Example under QCBS)</p> <table border="0"> <tr> <td>Component</td> <td>Weight</td> </tr> <tr> <td>Technical Proposal</td> <td>80%</td> </tr> <tr> <td>Financial Proposal</td> <td>20%</td> </tr> </table> <p>Final Score = (Technical Score × 0.80) + (Financial Score × 0.20) Failure to submit documentary evidence may result in zero marks or disqualification.</p>					Component	Weight	Technical Proposal	80%	Financial Proposal	20%
Component	Weight									
Technical Proposal	80%									
Financial Proposal	20%									
23.1	An online option of the opening of the Financial Proposals is offered: Yes									



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	<p><i>Bidders are also required to submit their proposal on EPADS at https://eprocure.gov.pk. In case the bid is not submitted on EPADS, it will not be accepted by the STZA in hard form.</i></p>
25.1	<p>For the purpose of the evaluation, the STZA will include: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the STZA's country.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>PKR</u></p> <p>The source of exchange rate shall be: <i>As per PPRA rules</i></p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = <u>80%</u> and P = <u>20%</u></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
30.2	<p>Commencement date for delivery of Services: Immediate Contract Duration: Up to 48 months</p>
32	<p>Amount of Performance Guarantee is: 10% of the contract amount. The Performance Guarantee shall be in the form of: Bank Guarantee</p>



Section IV. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
		“v “ If applicable	TECH-1 Attachment If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
		“v” If applicable	Power of Attorney No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the STZA.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.



Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To:

Manager Procurement,
Special Technology Zones Authority,
16th Floor, New State Life Building,
Blue Area, Islamabad

Dear Sirs:

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

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

{OR

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

We hereby declare that:

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



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- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the 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 if so requested by the STZA.



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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 mil/PKR 0.5 mil}	{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}



Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the STZA), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



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Form TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the STZA’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



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Form TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS



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

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



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- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the STZA's country or any other country outside the expert's country of residence.

-  Full time input
-  Part time input



FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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



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Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert	Signature	Date
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{day/month/year}

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



Section V. Financial Proposal - Standard Forms



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5.1 Bid Form

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

Date:

To: *[name and address of STZA]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to *[insert number]* percent of the Contract Price for the due performance of the Contract, in the form prescribed by the STZA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

12. Technical bid includes the following:-

- e) Complete bidding document (without filling) signed and stamped by the bidder
- f) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.



5.2 Financial Bid Form/Price Schedule

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

<i>Sr No.</i>	<i>Task #</i>	<i>Price Before tax</i>	<i>Taxes and All Applicable Charges</i>	<i>Total Price Inclusive of Taxes and All Applicable Charges</i>
	<i>Task 1</i>			
	<i>Task 2</i>			
	<i>Task 3</i>			
	<i>Task 4</i>			
	<i>Task 5</i>			
Total price in figures				
Total price in words				

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

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

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

- **Payments shall be made strictly on the basis of approved deliverables against each task/milestone.**
- **Each milestone submitted will be approved first by STZA and separate work order will be issued for each milestone to trigger the successful bidder to start the following one or more milestone(s).**

Award will be based on Lumpsum/Package wise.

Stamp & Signature of Bidder



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5.3: Proposal Security Form

To: [name of the STZA]

Whereas [name of the Consultant] (hereinafter called “the Consultant/Service Provider) has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called “the proposal”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of PA] (hereinafter called “the STZA”) in the sum of [amount] for which payment well and truly to be made to the said STZA, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Proposal
 - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
 - (b) Disagreement to arithmetical correction made to the Proposal price; or
 - (c) having been notified of the acceptance of our Proposal by the STZA during the period of Proposal Validity, (i) failure to sign the contract if required by STZA to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.

2. We undertake to pay to the STZA up to the above amount upon receipt of its first written demand, without the STZA having to substantiate its demand, provided that in its demand the STZA states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

signed_

[Signature of the Bank]

Dated on day of 20



Section VI. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

1. *state "none"]*



Section VII. Terms of Reference

Phase-2 Study: STZ Incentive Transition and Ecosystem Strengthening Program

Special Technology Zones Authority (STZA), Government of Pakistan

1. Background and Strategic Context

Pakistan has established Special Technology Zones (STZs) as a strategic instrument to accelerate the growth of the digital economy, attract global technology investment, and generate high-skill employment. The Special Technology Zones Authority (STZA) aims to transform Pakistan into a regional technology hub by promoting innovation ecosystems, R&D, technology exports, and digital infrastructure.

To ensure fiscal sustainability and long-term competitiveness, STZA intends to transition the existing incentive regime towards a modern, performance-based framework aligned with international best practices. This Phase-2 Study will support STZA in designing and implementing this transition while strengthening the broader ecosystem of Special Technology Zones.

2. Objectives of the Assignment

- Establish a comprehensive baseline assessment of the STZ ecosystem.
- Design a fiscally sustainable and cost based/performance-oriented alternate incentive framework.
- Benchmark Pakistan's STZ policies against leading global technology zones.
- Test reforms through pilot implementation in selected STZs.
- Develop monitoring systems aligned with alternate incentive framework and in line with STZA's core strategic objectives.
- Prepare a roadmap for nationwide rollout of the approved cost-based/performance-oriented alternate incentive framework.

3. Scope of Work

The Consultant will conduct analytical, advisory, and implementation support activities covering legal review, fiscal modelling, ecosystem analysis, pilot implementation, monitoring frameworks, stakeholder consultations, and institutional strengthening for Special



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Technology Zones. The nominated consultant shall be required to make available at two (02) full-time resources (with at least 04-06 years of experience in relevant field) at STZA Office (Islamabad) for the successful execution of the tasks/milestones as and when intimated by STZA and attend, facilitate and participate in meetings with the IMF and other stakeholders throughout the duration of the assignment.

4. Description of Tasks

Sr No.	Task	Key Activities	Milestone	Deliverable	Deliverable Timelines	Payment Disbursement
1	Baseline Legal, Fiscal, Financial, and Contractual Review of STZs	<ol style="list-style-type: none"> 1. Compile and review all applicable laws, rules, SROs, notifications, approvals, and policy instruments governing STZ incentives. 2. Prepare a consolidated inventory of incentive-related contractual commitments with developers and enterprises. 3. Design and administer standardized data collection templates to obtain legal, fiscal, and financial data. 4. Collect and Quantify fiscal costs of existing incentives using historical data and forward projections under a baseline scenario. 5. Conduct comprehensive collection of financial data 	<ol style="list-style-type: none"> 1. Approval of inception report 2. Approval of Concept Paper on Scope, Objective and expected outcomes of Legislative Amendments. 3. Completion of data collection and legal mapping 4. Validation of fiscal cost estimates 	<ol style="list-style-type: none"> 1. Inception Report 2. Concept Paper 3. Baseline Legal, Fiscal, Financial & Contractual Assessment Report 4. Legacy Risk and Transition Matrix 	<ol style="list-style-type: none"> 1. July 2026 2. September 2026 3. December 2026 4. December 2026 	25%



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		<p>and materials at the zone, zone developer and zone enterprise level.</p> <ol style="list-style-type: none">6. Conduct fiscal costs analysis of all zones covering direct and indirect costs (i.e. incentives, land, infra, administration, others)7. Develop concept note on the rationale, objectives, scope, legislative amendments, KPIs of the reforms to shift from profit to cost-based incentives8. Identify vested rights, stabilization clauses, termination provisions, and dispute exposure.9. Assess legal feasibility of modifying or withdrawing existing incentives.10. Develop a legacy risk and transition matrix categorizing risks by likelihood and fiscal exposure.11. Benchmark regulatory frameworks with leading global technology zones across the globe and in				
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		particular with peer economies.				
2	Design of Alternative Incentive Framework for STZs	<ol style="list-style-type: none"> 1. Define policy objectives aligned with IMF-EFF commitments and investment priorities. 2. Identify and assess cost-based and performance-linked incentive instruments. 3. Develop eligibility criteria, KPIs, ceilings, and sunset clauses. 4. Construct fiscal impact models under multiple uptake scenarios. 5. Assess legal compatibility with tax laws and STZA legislation including Act, Rules, Regulations, Manuals, Sops etc. 6. Prepare draft legal, regulatory, and administrative instruments. 7. Conduct and Integrate stakeholder and market feedback into final design. 8. Benchmark incentive structures from global technology hubs such as Singapore, UAE, South 	<ol style="list-style-type: none"> 1. Approval of concept note 2. Validation of fiscal models 3. Approval of final cost-based incentive framework 	<ul style="list-style-type: none"> • Concept Note on Alternative Incentives framework • Draft Incentive Framework with Fiscal Models • Final Approved Incentive Framework 	<ol style="list-style-type: none"> 1. April 2027 2. June 2027 3. July 2027 	20%



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		Korea and Ireland and other peer countries where such cost-based incentives have been adopted.					
3	Pilot Phase Design and Implementation Support	<ol style="list-style-type: none"> 1. Define pilot objectives, scope, and success criteria. 2. Develop transparent selection criteria for pilot STZs for implementation of alternate incentive models. 3. Establish pilot governance and reporting mechanisms. 4. Prepare implementation guidelines, SOPs, and compliance tools. 5. Support onboarding of pilot participants from within existing STZs. 6. Provide hands-on advisory support during pilot execution. 7. Ensure policy predictability and investor confidence during the transition and pilot phase. 	<ol style="list-style-type: none"> 1. Approval of pilot design 2. Pilot launch 3. Mid-pilot review 	<ol style="list-style-type: none"> 1. Pilot Design and Governance Framework 2. Pilot Implementation Guidelines 3. Ongoing Pilot Execution Support Notes 	<ol style="list-style-type: none"> 1. January 2028 2. June 2028 3. June 2029 	30%	<p><u>Note: Upon successful completion and approval of deliverables No. 1 and 2, 10% payment will be released and 20% payment will be released after successful completion and approval of deliverable No. 3.</u></p>
4	Monitoring, Evaluation, and Assessment of Pilot Outcomes	<ol style="list-style-type: none"> 1. Develop M&E framework for the pilot phase implementation in line with the alternate incentive framework. 	<ul style="list-style-type: none"> • Approval of M&E framework • Submission of monitoring reports • Completion of evaluation 	<ul style="list-style-type: none"> • M&E Framework and KPIs • Periodic Monitoring Reports 	<ol style="list-style-type: none"> 1. November 2027 2. Every 6 months after start of Pilot (Cost-Based incentives) 	25%	



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		<ol style="list-style-type: none"> 2. Define measurable indicators and data verification protocols for the pilot phase implementation. 3. Produce periodic monitoring reports during pilot phase. 4. Conduct outcome and impact evaluation after completion of pilot phase. 5. Document lessons learned and policy recommendations. 		<ul style="list-style-type: none"> • Pilot Evaluation and Lessons Learned Report 	<ol style="list-style-type: none"> 3. Evaluation report to be submitted 3 months post completion of Pilot 	
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Note:

1. These are tentative timelines and are subject to change/modification/revision as per the requirements of the Government of Pakistan and IMF commitments.

5. Implementation Timeline

The assignment is expected to be completed over a period of 36-48 months with phased milestones including baseline assessment, incentive framework design, pilot implementation, evaluation, and rollout planning.

6. Consultant Qualifications (Qualification Criteria included in RFP documents)

The consulting firm should demonstrate international expertise in economic policy design, technology cluster development, fiscal modeling, regulatory reform, and digital economy policy.

7. Reporting and Governance Structure

The Consultant will report to the Special Technology Zones Authority (STZA). A strategic task force comprising of Chairman STZA and other representatives from Cabinet Division, Ministry of Finance, Ministry of Information Technology &



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Telecommunication, Special Investment Facilitation Council, Federal Bureau of Revenue and Ministry of Law and Justice will oversee project implementation.



PART II

Section VIII. Conditions of Contract and Contract Forms



Section IX. STANDARD FORM OF CONTRACT



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Contract for Consultant's Services

Project Name _____

Contract No. _____

between

[Name of the STZA]

and

[Name of the Consultant]

Dated: _____



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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 STZA or Recipient]* (hereinafter called the “STZA”) 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 “STZA”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the STZA for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the STZA has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the STZA that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the STZA 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 STZA; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
- 2. The mutual rights and obligations of the STZA 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 STZA shall make payments to the Consultant in accordance with the provisions of the Contract.



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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 STZA]*

[Authorized Representative of the STZA – 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]



General Conditions of the Contract

A. General Provisions

1. Definitions

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

- (a) **“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.
- (b) **“STZA”** means:-
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.
- (e) **“STZA’s Personnel”** refers to the staff, labor and other employees (if any) of the STZA engaged in fulfilling the STZA’s obligations under the Contract; and any other personnel identified as STZA’s Personnel, by a notice from the STZA to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“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).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“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.
- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.



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- (o) **“Government”** means the Government of Pakistan.
- (p) **“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 STZA for the performance of the Contract.
- (q) **“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.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“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.
- (t) **“Party”** means the STZA or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract.
- (w) **“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.
- (x) **“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.
- (y) **“Third Party”** means any person or entity other than the Government, the STZA, the Consultant or a Sub-consultant.

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 STZA 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.



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- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the STZA, shall be written in the English language unless otherwise stated. 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.
- 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.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified 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 STZA 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 to act on their behalf in exercising all the Consultant’s rights and obligations towards the STZA under this Contract, including without limitation the receiving of instructions and payments from the STZA.
- 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 STZA or the Consultant may be taken or executed by the officials specified.
- 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.



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10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the STZA to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the STZA.

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.

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.

10.5 STZA will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

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 STZA’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, 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. |
| 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. |



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- 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 STZA is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably



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practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the STZA, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

18.1. The STZA 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
STZA**

19.1.1 The STZA 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 STZA shall give at least thirty (30) calendar days' written notice of



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termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar 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) calendar days;
- (e) If the STZA, 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 STZA has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the STZA may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

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

- (a) If the STZA fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.



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- (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) calendar days.
 - (c) If the STZA fails to comply with any final decision reached as a result of arbitration.
 - (d) If the STZA 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 STZA of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**

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

19.1.6 Upon termination of this Contract, the STZA 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



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Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the STZA, and shall at all times support and safeguard the STZA's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the STZA.

- b. Law Applicable to Services** 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

- 21. Conflict of Interests** 21.1 The Consultant shall hold the STZA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the STZA on the procurement of goods, works or services. Any discounts or commissions obtained



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by the Consultant in the exercise of such procurement responsibility shall be for the account of the STZA.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their STZA, 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 STZA, 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, 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 STZA, insurance against the risks, and for the coverage specified, and (ii) at the STZA's request, shall provide evidence to the STZA 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.



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- 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 STZA 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 STZA's inspection and audit rights constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the STZA the reports and documents specified in the form, in the numbers and within the time periods set forth.
- 27. Proprietary Rights of the STZA in Reports and Records**
- 27.1 Unless otherwise indicated, 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 STZA in the course of the Services shall be confidential and become and remain the absolute property of the STZA. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the STZA, 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 STZA.
- 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 STZA's prior written approval to such agreements, and the STZA 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.
- 28. Equipment, Vehicles and Materials**
- 28.1 Equipment, vehicles and materials made available to the Consultant by the STZA or purchased by the Consultant wholly or partly with funds provided by the STZA, shall be the property of the STZA and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the STZA an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the STZA's



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instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the STZA in writing, shall insure them at the expense of the STZA in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the STZA'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 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.

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 may be made by the Consultant by a written notice to the STZA, 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, the estimated time-input for the Key Experts may be increased by agreement in writing between the STZA 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 STZA 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 STZA for review and approval a copy of their Curricula Vitae (CVs). If the STZA does not object in writing (stating the reasons for the



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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 STZA.

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 STZA 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 STZA determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the STZA'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 STZA to be incompetent or incapable in discharging assigned duties, the STZA, 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 STZA.

34. Replacement/ Removal of Experts – Impact on Payments

34.1 Except as the STZA 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. To account for travel time to/from the STZA's country, experts carrying out Services inside the STZA'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 STZA's country as is specified.

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, 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 STZA



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**36. Assistance
and
Exemptions**

36.1 Unless otherwise specified, the STZA shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the STZA's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) 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.
- (e) 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 STZA's country according to the applicable law in the STZA's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the STZA's country, of bringing into the STZA'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.
- (g) Provide to the Consultant any such other assistance as may be specified.

**37. Access to
Project Site**

37.1 The STZA 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 STZA 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.



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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 STZA'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 STZA

39.1 The STZA 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.

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified, 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 STZA shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the STZA with the Consultant's advice.

40.2 If counterpart personnel are not provided by the STZA to the Consultant as and when specified, the STZA 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 STZA to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding STZA'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 STZA shall not unreasonably refuse to act upon such request.

41. Payment Obligation

- **Payments shall be made strictly on the basis of approved deliverables against each task/milestone.**
- **Each milestone submitted will be approved first by STZA and separate work order will be issued for each milestone to trigger the successful bidder to start the following one or more milestone(s).**



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41.1 In consideration of the Services performed by the Consultant under this Contract, the STZA 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.

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

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 STZA 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 **Financial Bid Form/Price Schedule**.

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, (iii) the Consultant's profit, and (iv) any other items as specified.

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 STZA, 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.



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

45. Currency of Payment

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

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 STZA shall pay to the Consultant an advance payment as specified. Unless otherwise indicated, an advance payment shall be made against an advance payment bank guarantee acceptable to the STZA in an amount (or amounts) and in a currency (or currencies) specified. 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, or in such other form as the STZA shall have approved in writing. The advance payments will be set off by the STZA 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, the Consultant shall submit to the STZA, 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. 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 STZA shall pay the Consultant's invoices within sixty (60) days after the receipt by the STZA 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 STZA 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 STZA. The Services shall be deemed completed and finally accepted by the STZA and the final report and final



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invoice shall be deemed approved by the STZA as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the STZA unless the STZA, 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 STZA 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 STZA within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the STZA for reimbursement must be made within twelve (12) calendar months after receipt by the STZA of a final report and a final invoice approved by the STZA in accordance with the above.

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

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 Authority 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.



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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 Authority shall pay the Service Provider any monies due the Service Provider.



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FORM OF NON-DISCLOSURE AGREEMENT (INDICATIVE ONLY)

This Non-Disclosure Agreement (the “**Agreement**”) is made at Islamabad on [Insert Date] (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021 (which includes any re-promulgation or re-enactment thereof), with its registered office located at Special Technology Zones Authority, Prime Minister’s Office, Constitution Avenue, G-5, Islamabad, Pakistan (hereinafter referred to as the “**Discloser**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. **[INSERT NAME]**, a company incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Receiver**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(The Discloser and the Receiver are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

RECITALS:

WHEREAS:

- A. The Discloser, is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. The Parties are entering into discussions regarding [insert purpose of engagement/NDA] (hereinafter referred to as the “**Permitted Purpose**”);
- C. The Discloser wishes to disclose certain Confidential Information (as defined below) concerning the business and activities of the Discloser to the Receiver during the course of the dealing between the Parties, and is desirous of ensuring that such Confidential Information remains confidential and is not used by the Receiver for any purpose other than as specified herein;



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D. This Agreement sets out the terms upon which the Discloser agrees to provide the Receiver with such Confidential Information.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

Authorised Recipient means:

- (a) The Receiver's officers and employees who need to have access to the Confidential Information (as defined below); and
- (b) Any third party in relation to whom the Receiver has obtained the Discloser's prior consent (such consent may be granted at the Discloser's sole discretion) to disclose Confidential Information;

Confidential Information means:

- (a) any and all information, know-how, experience or material, whether technical, commercial, financial, or otherwise, in the Discloser's possession (whether actual or imputed) or related to the Discloser, or shared in relation to the course of engagement of the Receiver with the Discloser, in whatever form including, without limitation, written, oral, visual or electronic, or on tape or disk (whether or not owned or developed by the Discloser), which the Receiver may obtain knowledge of, directly or indirectly, through or as a result of access to the premises of the Discloser, or through discussions and communications with the directors, employees, officers, agents, representatives, consultants, and/or professional advisers of the Discloser; and
- (b) any data of whatsoever nature prepared by the Receiver on the Discloser's behalf which may contain or otherwise reflect such information as is described in paragraph (a) above,

with the exception of any information which at the time of supply: (a) is within the public domain and any information which at the time of supply to or from the Receiver is not in the public domain but subsequently comes into the public domain, other than as a result of a breach by the Receiver or by an Authorised Recipient; (b) is independently developed by the Receiver; (c) the Receiver lawfully obtains from any third party who has lawfully obtained such information; or (d) is published or generally disclosed to the public by the Discloser .

Relevant Person has the meaning given in Clause 7.

1.2 In this Agreement, a reference to:

- (a) a person includes a legal or natural person and, if applicable, a reference to that person's legal personal representatives, successors and permitted assigns; and
- (b) the singular includes the plural and vice versa (unless the context otherwise requires).



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2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiver hereby undertakes to:

- (a) keep the Confidential Information confidential and not disclose, divulge or provide it to anyone except as provided in Clause 3 below;
- (b) ensure that the Confidential Information is protected with security measures of a reasonable degree of care and keep the Confidential Information in such a way as to prevent its unauthorised disclosure;
- (c) use the Confidential Information for the purposes specified herein only;
- (d) to keep confidential and, except to any of its Authorised Recipients on a need-to-know basis only, not disclose to any person the fact that Confidential Information has been made available;
- (e) to keep confidential and, except to any of its Authorised Recipients on a need-to-know basis only, not disclose to any person any facts in relation to the Confidential Information and its existence (including the existence and contents of this Agreement), without the Discloser's prior written consent;
- (f) not to seek disclosure of any information from the officers, employees or professional advisers of the Discloser or to make unsolicited contact with, or enquiries of, the Discloser any of its officers, directors, employees or professional advisers relating directly or indirectly to the business of the Discloser, without the prior written consent of a duly authorised representative of the Discloser;
- (g) recognise and accept, and advise its Authorised Recipients, that the Confidential Information is given only for the purpose specified herein and the discussions are taking place in confidence, and that neither it nor its Authorised Recipients should base any behaviour in relation to qualifying investments, related investments or relevant products which would amount to market abuse under applicable laws, rules or regulations on the Confidential Information until after such information is made generally available to the public;
- (h) not use the Confidential Information, in whole or in part, for any commercial purpose whatsoever without the prior approval and agreement in writing of the Discloser; and
- (i) not create and/or store any copies of the Confidential Information of any kind, without the prior written approval of the Discloser.

2.2 The Receiver shall inform anyone to whom it discloses Confidential Information in accordance with this Agreement (including Authorised Recipients) that the information is confidential, and procure that they comply with this Agreement as if they were the Receiver.



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3. PERMITTED DISCLOSURE

The Discloser agrees that the Receiver may disclose Confidential Information:

- (a) where the Receiver is required to disclose Confidential Information by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (b) where the Receiver is required to disclose Confidential Information under any law or regulation with which the Receiver is required to comply; or
- (c) to an Authorised Recipient on a need-to-know basis only.

4. RETURN OF CONFIDENTIAL INFORMATION AND COPIES

If the Discloser requests in writing at any time, the Receiver shall:

- (a) promptly return to the Discloser all Confidential Information (i) supplied by the Discloser to the Receiver or to an Authorised Recipient or (ii) prepared by the Receiver for the Discloser or the during the course of engagement, together with any copies of such information; or
- (b) if the Confidential Information in the possession or control of the Receiver or any of its Authorised Recipients is not returned pursuant to Clause 4(a), destroy or permanently erase all such Confidential Information together with any copies of it, and certify such destruction in writing to Discloser;

in each case save to the extent that the Receiver is required to retain any such Confidential Information or copies by any applicable law, rule or regulation, as intimated to the Discloser.

5. INDEMNITY

The Receiver shall indemnify, defend and hold the Discloser harmless against any actions, claims, costs, loss, liabilities, expenses or damage it may suffer or incur as a result of a breach of this Agreement by either Receiver under this Agreement.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION; NO LICENCE

- 6.1 The Confidential Information shall remain the sole property of Discloser.
- 6.2 All copyright and other intellectual property rights in and relating to the Confidential Information and belonging to Discloser will remain their sole property.
- 6.3 The Receiver agrees that no right or licence is granted to it in relation to any Confidential Information.

7. GENERAL

- 7.1 **No Representation.** Neither Party, nor any of their respective officers, employees or advisers (each a "Relevant Person") (a) makes any representation or warranty, express or implied, as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or any other Relevant Person



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to the other Party or the assumptions on which it may be based, or (b) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or any other Relevant Person to the other Party or be otherwise liable to the other Party or any other person in respect of the Confidential Information or any such information.

- 7.2 **No Waiver:** A Party's failure or delay in exercising any right, power or privilege under this Agreement will not operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege by that Party preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 7.3 **Amendments:** The terms of this Agreement may only be amended or modified by written agreement between the Parties.
- 7.4 **Validity; Enforceability:** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but shall not invalidate any other provision in this Agreement.
- 7.5 **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties in respect of the subject matter of this Agreement as of the date of this Agreement and there are no terms or conditions agreed between the Parties other than those contained in this Agreement. No variation of this Agreement shall be valid unless it is in writing and signed on behalf of each of the Parties.
- 7.6 **Term:** This Agreement shall be valid for a period of one (1) year. The confidentiality obligations under this Agreement shall survive its termination and shall remain valid for such period until the Confidential Information is in the public domain.
- 7.7 **No Assignment:** This Agreement or any interest therein shall not be assigned in whole or in part without the prior written consent of the other Party.

Equitable Remedies: The Parties acknowledge and agree that either of Discloser and/or any Relevant Person:

- (a) may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy;
 - (b) may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Receiver or any Authorised Recipient; and
 - (c) may apply to (and the Receiver will accordingly submit to the jurisdiction of) the Special Technology Zones Appellate Tribunal in order to seek injunctive relief to enforce (or to prevent a breach of) any of their rights pursuant to this Agreement.
- 7.8 **Governing Law and Dispute Resolution:** The provisions of the Agreement shall be governed by the law of Pakistan. In the event of any dispute, the Parties shall aim to settle the matter amicably through mutual discussions and negotiations with the senior management of each Party. If the dispute remains unresolved, the Special Technology Zones Appellate Tribunal



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shall have exclusive jurisdiction to determine all disputes arising in respect of any matter arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the Parties through their duly authorized representatives on the Signing Date.

SPECIAL TECHNOLOGY ZONES AUTHORITY through its authorized signatory	SIGNATURES
Name: Designation: CNIC No.:
[Insert Name of Applicant Company] through its authorized signatory	
Name: Designation: CNIC No.:
In the presence of signature of WITNESSES	
Name: Address: CNIC No.:
Name: Address: CNIC No.:	