Request for Proposal

Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028 (Consultancy Services)

National

Single Stage-Two Envelope

November 16, 2026

SBP Banking Services Corporation (BSC) (General Services Department),Joint Director
3rd Floor, BSC House, I.I Chundrigar Road, Karachi
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **SBP Banking Services Corporation (BSC) (General Services Department)** has reserved Funds for the procurement planned for FY **2026-27**. The **SBP Banking Services Corporation (BSC) (General Services Department)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of " **Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028**" with the reference of **"P121225"**

2. The **SBP Banking Services Corporation (BSC) (General Services Department)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/121225**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, November 27, 2026 11:00 AM**. Proposals will be opened on the same day at **Friday, November 27, 2026 11:30 AM**. Manual submission of RFPs shall

not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

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

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

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

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(x) of the Public Procurement Rules 2026.

B. Preparation of Proposals

3. **General Considerations**

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

4. **Language**

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

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

Documents Comprising the Proposal

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

6. **Only One Proposal**

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

7. **Proposal Validity**

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

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

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

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2026 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

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

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

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

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

9. C**larification and Amendment of RFP**

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

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

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

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

10. **Preparation of Proposals – Specific Considerations**

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

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

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

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

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

11. **Financial Proposal**

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

12. **Taxes**

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

13. **Currency of Proposal**

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

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

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

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

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

15. **Opening of Proposal**

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

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

16. **Evaluation of Technical Proposals**

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

17. **Opening of Financial Proposals**

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

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

18. **Correction of Errors**

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

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

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

19. **Conversion to Single Currency**

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

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

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

20.2. **Fixed-Budget Selection (FBS)**

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

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

20.3. **Least-Cost Selection.**

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

D. Negotiations and Award

21. **Negotiations**

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

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

22. **Availability of Key Experts**

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

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

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

23. **Award of Contract**

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

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number
ITB Number

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

A. General

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **SBP Banking Services Corporation (BSC) (General Services Department)**

The subject of procurement is: **Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028**

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

Name and identification number of the Contract: **P121225**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, November 24, 2026
Pre-Bid Meeting: Thursday, November 19, 2026 11:00 AM
Venue: Meeting will be held on Zoom Meeting Application. Meeting Link: https://us05web.zoom.us/j/82000752030?pwd=AUEmBn2UsiKoLRKJ7BbwnRfRxhTxME.1
Meeting chat link: https://us05web.zoom.us/launch/jc/82000752030 Meeting ID: 820 0075 2030 Passcode: sbp1234
Meeting Link: https://us05web.zoom.us/j/82000752030?pwd=AUEmBn2UsiKoLRKJ7BbwnRfRxhTxME.1

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

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

BDS Clause Number 4
ITB Number 6.1

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

BDS Clause Number 5
ITB Number 7.1

Proposals shall be valid until **140 Days**

BDS Clause Number 6
ITB Number 9.1

List of documents required along with the bid:

1. As documents required under Annexures and Eligibility/Technical Evaluation Criteria.

BDS Clause Number 7
ITB Number 10.2

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

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

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

BDS Clause Number 8
ITB Number 10.5

The price shall be **Fixed**.

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

BDS Clause Number 9
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 10
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 11
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **SBP Banking Services Corporation (BSC)**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 12
ITB Number 13.1

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

BDS Clause Number 13
ITB Number 14.1

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

3rd Floor, BSC House, I.I Chundrigar Road, Karachi

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

The deadline for Bids submission is: **Friday, November 27, 2026 11:00 AM**

BDS Clause Number 14
ITB Number 15.1

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

Day *: **Friday***

Date: ***Friday, November 27, 2026***

Time *: **11:30 AM***

BDS Clause Number 15
ITB Number 20

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

F. Negotiation and Award

BDS Clause Number 16
ITB Number 21.5

The Performance guarantee shall: **0%**.

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

G. Review of Procurement Decisions

BDS Clause Number 17
ITB Number 24.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)

Eligibility Criteria	Document
The bidders must be registered with relevant tax authorities and appear on Active Taxpayers List (ATL) of FBR at the time of bid submission, opening and evaluation. Required document: Active Taxpayer Certificate.	Yes
The firm should submit an affidavit that none of its current partners is blacklisted or debarred by any organization and is not in the sanctioned list of National Counter Terrorism Authority (NACTA). Required document: Affidavit on Rs 100 Stamp paper as per format given at Annexure: 02 (Form Tech: 07).	Yes
The firm should submit an affidavit that none of its partners or directors are currently involved in any internal litigation or arbitration. Required document: Affidavit on Rs 100 Stamp paper as per format given at Annexure: 02 (Form Tech: 07).	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	60
Passing Marks	**60**
Technical Evaluation Criteria	
Audit firm should have “A” rating in the latest issued SBP panel of auditors maintained under section 35(1) of Banking Companies Ordinance, 1962. Required document: Latest SBP Panel of Auditors list mentioning “A” rating. (Quantitative) (Doc Required)	20
The latest QCR from ICAP should be Satisfactory. Required document: ICAP QCR report / other related document (Quantitative)(Doc Required)	20
Audit firm should be registered with Audit Oversight Board (AOB). Required document: Latest Audit Oversight Board List (Quantitative)(Doc Required)	20

Required Services

Lot Title : Audit of Financial Statements of CRF-1 Trust

Bid Security : 15000 PKR

Position	Delivery Schedule	Quantity
Audit for FY 2026	**Address:** State Bank of Pakistan, I.I Chundrigar Road, Karachi **Schedule:** 01 Year **Quantity:** 1/Qty	1
Audit for FY 2027	**Address:** State Bank of Pakistan, I.I Chundrigar Road, Karachi **Schedule:** 01 Year **Quantity:** 1/Qty	1
Audit for FY 2028	**Address:** State Bank of Pakistan, I.I Chundrigar Road, Karachi **Schedule:** 27 Days **Quantity:** 1/Qty	1

Related Services :

No

TORS (Terms of References)

Lot Title : Audit of Financial Statements of CRF-1 Trust

Position: Audit for FY 2026

Specifications / Requirements:

Please refer to the Annexure-01 for the detailed TORs (Terms of Reference). For submission of the financial quotation, bidders are requested to refer to FORM FIN-2 – Price Schedule (Annexure-03). The total amount i.e. "Total Amount for the Audit of All Three Financial Years" as indicated in this form, shall be entered in the Financial Bid section of EPADS 2.0

Note: We are in the process of changing the relevant year ends from December to June. Accordingly, if during the period of procurement / appointment relevant year ends are changed, relevant auditors will be required to audit periods ending on June 30th.

Position: Audit for FY 2027

Specifications / Requirements:

Please refer to the Annexure-01 for the detailed TORs (Terms of Reference). For submission of the financial quotation, bidders are requested to refer to FORM FIN-2 – Price Schedule (Annexure-03). The total amount i.e. "Total Amount for the Audit of All Three Financial Years" as indicated in this form, shall be entered in the Financial Bid section of EPADS 2.0

Note: We are in the process of changing the relevant year ends from December to June. Accordingly, if during the period of procurement / appointment relevant year ends are changed, relevant auditors will be required to audit periods ending on June 30th.

Position: Audit for FY 2028

Specifications / Requirements:

Please refer to the Annexure-01 for the detailed TORs (Terms of Reference). For submission of the financial quotation, bidders are requested to refer to FORM FIN-2 – Price Schedule (Annexure-03). The total amount i.e. "Total Amount for the Audit of All Three Financial Years" as indicated in this form, shall be entered in the Financial Bid section of EPADS 2.0

Note: We are in the process of changing the relevant year ends from December to June. Accordingly, if during the period of procurement / appointment relevant year ends are changed, relevant auditors will be required to audit periods ending on June 30th.

Brief Description

Detailed TORs are attached at Annexure: 01.

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

1.12. "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

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

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

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

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

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

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

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

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

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

2. **Relationship between the Parties**

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

3. **Law Governing Contract**

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

4. **Language**

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

5. **Headings**

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

6. **Communications**

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

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

7. Location

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

8. **Authority of Member in Charge**

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

9. **Authorized Representatives**

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

10. **Fraud and Corruption**

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

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

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

12. **Termination of Contract for Failure to Become Effective**

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

13. **Commencement of Services**

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

14. **Expiration of Contract**

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

15. **Entire Agreement**

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

16. **Modifications or Variations**

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

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

17. **Force Majeure**

17.1. **Definition**

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

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

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

17.2. **No Breach of Contract**

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

17.3. **Measures to be Taken**

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

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

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

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

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

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

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

18. **Suspension**

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

19. **Termination**

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

a) **By the Procuring Agency**

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

19.2. **By the Consultant**

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

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

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

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 22,

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

19.4. **Cessation of Services**

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

19.5. **e.Payment upon Termination**

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

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

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

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

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

20.2. **Law Applicable to Services**

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

21. **Conflict of Interests**

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

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

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

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

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

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

21.1.3. **Prohibition of Conflicting Activities**

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

21.1.4. **Strict Duty to Disclose Conflicting Activities**

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

22. **Confidentiality**

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

23. **Liability of the Consultant**

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

24. **Insurance to be Taken out by the Consultant**

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

25. **Accounting, Inspection and Auditing**

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

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

26. **Reporting Obligations**

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

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

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

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

specified in the SCC.

28. **Equipment, Vehicles and Materials**

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

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

29. **Code of Conduct**

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

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

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

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

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

31. **Replacement of Key Experts**

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

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

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

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

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

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

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

34. **Replacement/ Removal of Experts – Impact on Payments**

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

35. **Working Hours, Overtime, Leave, etc.**

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

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

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

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

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

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

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

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

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

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

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

37. **Access to Project Site**

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

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

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

39. **Services, Facilities and Property of the Procuring Agency**

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

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

40. **Counterpart Personnel**

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

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

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

41. **Payment Obligation**

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

F. Payments to the Consultant

42. **Ceiling Amount**

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

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

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

43. **Remuneration and Reimbursable Expenses**

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

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

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

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

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

44. **Taxes and Duties**

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

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

45. **Currency of Payment**

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

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

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

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

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

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

47. **Interest on Delayed Payments**

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

G. Fairness and Good Faith

48. **Good Faith**

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

H. Settlement of Disputes

49. **Amicable Settlement**

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

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

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 3.1

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

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: SBP Banking Services Corporation (BSC) (General Services Department), Joint Director 3rd Floor, BSC House, I.I Chundrigar Road, Karachi

The Consultant Address:

The title of the subject procurement is:Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028

Number of GC Clause 8.1

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

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

Number of GC Clause 9.1

The Authorized Representatives are:

For the Procuring Agency:

SBP Banking Services Corporation (BSC) (General Services Department), Joint Director
3rd Floor, BSC House, I.I Chundrigar Road, Karachi
+92-331-383-06
gsd.proc2@sbp.org.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

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

List here any conditions of effectiveness of the Contract]

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

Termination of Contract for Failure to Become Effective:

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

Commencement of Services:

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

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

Expiration of Contract:

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

Number of GC Clause 23

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23.1

No additional provisions.

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

Number of GC Clause 24

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

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

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

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

Price adjustment on the remuneration : Nil ***[****insert* **"applies"** *or* **" does not apply"****]***

The currency of payment shall be the following: *PKR*

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

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

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P121225***

To: **SBP Banking Services Corporation (BSC) (General Services Department), Joint Director 3rd Floor, BSC House, I.I Chundrigar Road, Karachi**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

FORM OF CONTRACT

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

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

WHEREAS

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

2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

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Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **SBP Banking Services Corporation (BSC) (General Services Department), Joint Director 3rd Floor, BSC House, I.I Chundrigar Road, Karachi**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

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Annexure

Annexure: 01 Terms of Reference

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure: 01 Terms of Reference** (page number: 64)

Annexure: 02 Technical Forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure: 02 Technical Forms** (page number: 66)

Annexure: 03 Financial Forms

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure: 03 Financial Forms** (page number: 78)

Procurement Forms

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Additional Forms and Documents

Annexure: 01

Terms of References (ToRs) for Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028

1. **Introduction:**

CRF-1 was established under Resilient and Accessible Microfinance (RAM) that is a US$ 125 million program, aimed at enhancing access to microcredit and strengthening the resilience of the microfinance sector and its borrowers.

Implementation Modalities

The program is being implemented through a trust mechanism. The GOP has established a Climate Risk Fund -1 (CRF-1) as a specialized trust, owned by GOP and SBP is designated as its trustee, on a pro-bono basis. SBP has concurred to this arrangement. Program funds would be parked in the trust accounts.

The CRF-1 is funded with an initial capitalization of US$ 125 million equivalents in PKR, out of which US$ 23 million is a grant from Global Shield Financing Facility (GSFF). The full amount was transferred to the CRF-1 through a one-time, upfront disbursement.

Objective of the CRF

The CRF-1 aims to enhance the climate resilience of Microfinance Providers (MFPs) and their borrowers by supporting climate adaptation, recovery, and improved access to finance. The CRF-1 will channel funds to MFPs through lines of credit as per approved mechanism Operations Manual. These funds would subsequently be lent to micro-borrowers on commercial terms. The MFPs would assume the credit risk of micro-borrowers.

Facilities under the CRF: CRF will offer two distinct facilities, which are given below:

1. **Innovative Agriculture Liquidity (IAL):** This facility is US$ 20 million. The facility seeks to pilot the pairing of microfinance Loans with agriculture advisory services offered by agri-tech companies (ATC). Funds would be offered to the MFPs as a line of credit in PKR terms. The MFPs will first partner with a list of ATC selected through a challenge round titled as "Agriculture Finance Innovation Challenge (AFIC).

2. **Contingent Credit Facility (CLF):** This facility is US$ 105 million and is designed to provide rapid liquidity support to MFPs operating in flood-affected areas. Disbursements under facility will only be triggered after qualifying flood events. The CLF functions as a contingent line of credit (LoC) - only MFPs that have active portfolios in the 'qualifying' flooded areas will be eligible for loans under CRF.

   The CRF-1 liquidity would be used to restructure existing loans, restructure and top up existing loans, and/or give new 'recovery' loans to their current and/or new borrowers, on market terms.

   CRF-1 is managed by its respective Board of Trustees.

2. **Scope of the Assignment:**

Audit of the annual financial statements of CRF-1 for the financial years ending Dec 31, 2026, 2027 & 2028.
Note: We are in the process of changing the relevant year ends from Dec to June, accordingly, if during the period of procurement / appointment relevant year ends are changed relevant auditors will be required to audit periods ending on June 30th.

3. **Institutional Arrangements:**
The auditors shall be required to work in close coordination with SBP through its assigned team who will provide the required data and information.

4. **Timelines of Audit**
Audit of CRF-1 will be initiated within 15 days of the period end, or as communicated by the State Bank of Pakistan.

5. **Key Deliverables:**
The key deliverables are as per the applicable regulations.

6. **Remuneration**
Fee will be paid after completion of each annual audit.

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Annexure: 02

TECHNICAL PROPOSAL (STANDARD FORMS)

- **TECH-1**- Authorization Form for Consultant's Representative
- **TECH-2:** Technical Proposal Submission Form
- **TECH-3:** Consultant's Organization and Experience
- **TECH-4:** Description of the Approach and Methodology for Performing the Assignment
- **TECH-5:** Proposal Security Form/Bank Guarantee
- **TECH-6:** Beneficial Ownership Form
- **TECH-7:** Undertaking
- **TECH-8:** Technical Compliance Form
- **TECH-9:** Supplier Creation Form

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(On Firm's Letterhead)

Date: _____

Title: Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr./Ms. <Complete Name>, <Designation>, CNIC# <xxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Consultant:	_____
Date:	_____

(On Firm's Letterhead)

[*Location, Date*]

To:

Director
General Services Department,
SBP Banking Services Corporation (HOK)
3rd Floor BSC House, I.I Chundrigar Road, Karachi

Dear Sir,

We, the undersigned, offer to provide the consultancy services to ***"Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028"*** in accordance with your Request for Proposal dated **[*Insert Date*]** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and Financial Proposal in separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our proposal shall remain valid for **140 days** from the date of submission.

Further, we declare that we are independent of the Client and have no conflict of interest in relation to this assignment. We also declare that our proposal is unconditional and agree to accept all the terms and conditions of this complete request for proposal document and will not deviate, nor demand any change in any terms and conditions of this document at any stage.

We agree to abide by this Proposal for a period of **140 days** from the date fixed for Technical Proposal opening under **Para 15.1** of the Instructions to Consultants (Data Sheet), 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, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

A - Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram). In addition, the following information must be provided:*

1. Name of Firm:	
2. Registered Address:	
3. Mailing Address:	
4. Telephone Number:	
5. Fax Number:	
6. E-mail Address:	
7. Web Address:	
8a. Contact Name:	
8b. Contact Title:	
9. Parent Company, if Any (Full Legal Name):	
10. Subsidiaries, Associates, and/or Overseas Representative(s), if Any:	
11. Nationality of the Firm	
12. Type of Business:	
12a. If Other, specify:	
13. Nature of Business:	
14. Year Established:	
15. Key Personnel: [include name of candidate, position, professional qualifications, and experience]	
16. Current tax authorities registration information:	

B – Experience

(Please provide details as per Evaluation Criteria Clause (s) mentioned at 15.2 of the Data Sheet - Instruction to Consultants) i.e. related to Record of Firm's Experience/ Performance

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this Assignment.*]

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total № of staff- months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	№ of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: Please attach copies of Contract/Engagement Letter for each assignment, as evidence. In the absence of documentary evidence, no score will be allotted.

[Technical approach and methodology are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

A. **Technical Approach and Methodology.** In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

B. **Organization and Staffing.** In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.].

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

Beneficiary: *[insert: **Name and Address of Bank**]*

Date: *[insert: **date**]*

PROPOSAL GUARANTEE No.: *[insert: **Proposal Guarantee Number**]*

Whereas, M/s ---------- (hereinafter called "the Consultant") has submitted its Proposal dated ---------- for **Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028** (hereinafter called "the Proposal").

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the terms of the Proposal. We the Guarantor ***[name of Financial Institution]*** having our registered office at ***[address of Financial Institution]*** (hereinafter called "the Commercial Bank"), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called "the Bank") in the sum stated [Proposal Security Amount], for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Commercial Bank this ____ day of _____ 2025.

THE CONDITIONS of this obligation are:

1. If the Consultant

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

b) disagreement to an arithmetical correction made to the Proposal price; or

c) having been notified of the acceptance of our Proposal by the Bank during the period of Proposal Validity, (i) failure to sign the contract if required by Bank to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

2. We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank states the amount claimed by it is due to it, owing to the occurrence of one or any 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 Commercial Bank not later than the above date.

Name: …….. in the capacity of ……..

Signed: ___[Signature of the Commercial Bank]_____

Dated on …….. day of …….. 2026

(On Firm's Letterhead)

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are to be provided:

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

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

1	2	3	4	5	6	7	8

Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

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

Name of the Consultant: [*insert complete name of the participating Entity*]

Name of Authorized Person: _____

Title of the person signing the Response: **_____**

Signature of the person named above: **_____**

Date: _____

On Stamp Paper of Rs. 100

Dear Sir,

I/We hereby confirm and declare that I/We, **M/s_____,** has neither been Blacklisted/debarred under **Rule 25 of PPR-2026** nor sanctioned by National Counter Terrorism Authority (NACTA).

M/s_____, further undertake that none of its partners/directors are currently involved in any internal litigation or arbitration.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and execution of the Bid Securing Declaration or forfeiture of the Performance Guarantee, as the case may be, and termination of Contract.

Seal & Signature of Consultant:	_____
Date:	_____

(On Firm's Letterhead)

Sr.#	Description	Consultant's Response (Yes/No)
1.	All the requirements mentioned in Annexure: 01 **"Terms of Reference"**	
2.	All the stated Terms and Conditions of the Contract.	
3.	The Proposal is unconditional.	

Seal and Signature of Consultant: _____

Note: *The Financial Proposal of the only technically responsive and compliant Consultant(s) will be opened and the Proposal found to be the Most Advantageous (Technically Compliant with the Lowest Evaluated Cost) shall be accepted and will be awarded the contract.*

	STATE BANK OF PAKISTAN **STRATEGIC & CORPORATE AFFAIRS DEPARTEMENT** **Supplier Bank Account (IBAN) Details Form**	**S-2**

1. For Office use:

***Office/Deptt**				***Supplier No.**	(Mandatory if already exists)	**WHT Rate**	
Supplier	**New**		**Update**		***Liability A/C**		
***Supplier Type**	i.e. Hospital, Labs, University, General etc.				***Prepayment A/C**		

2. Supplier Information

***Supplier Name**				
***Supplier NTN**		**CNIC No.**	(If NTN not available)	
Supplier Address				
			Supplier City	
Contact No.			**Mobile**	
E-mail Address			**Fax No.**	

3. Bank Account Information

***Bank Name**					
***IBAN (24 Characters)**					
***Branch Type**	**Islamic**		**Commercial**		***Supplier Stamp & Signature**
***Title of Account**					

(For Office use only)

Forwarded By (Procurement Function)	**Verified By**	**Entered By (Supplier Mgt User)**
	Date	

- ***Note:*** *In order to comply with AML, CFT & CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy ibid.)*
- *Field marked with * are mandatory.*
- *Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.*
- *Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.*

Annexure: 03

FINANCIAL PROPOSAL (STANDARD FORMS)

- **FIN-1:** Financial Proposal Submission Form
- **FIN-2:** Summary of Costs

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

(On Firm's Letterhead)

{Location, Date}

To:

Director
General Services Department,
SBP Banking Services Corporation (HOK)
3rd Floor BSC House, I.I Chundrigar Road, Karachi

Dear Sir:

We, the undersigned, offer to provide the services for ***Engagement of an Audit Firm to Conduct the Audit of Financial Statements of Climate Risk Fund - 1 Trust (CRF-1) for the FY 2026, 2027 & 2028*** in accordance with your Request for Proposal dated **[Insert Date]** and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency} **{Insert amount(s) in words and figures},** *"including all taxes in accordance with* ***Para 12.1*** *in the Data Sheet.* {Please note that all amounts shall be the same as in **Form FIN-2**}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Proposal, i.e. before the date indicated in **Clause 7.1** of the Data Sheet.

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

We remain,

Yours sincerely,

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

FORM FIN-2 - PRICE SCHEDULE

(On Firm's Letterhead)

Sr.#	Description of Services	Consultancy Fee (Rs.)	Out-of-Pocket Expenses	Applicable Tax @ 8%	Total Amount *(Inclusive of Applicable Taxes)*
		A	B	C= SST@8% * (A+B)	D=A+B+C
1.	Audit for FY 2026				
2.	Audit for FY 2027				
3.	Audit for FY 2028				
Total Amount for the Audit of All Three Years					

Note:

1. Direct taxes will be responsibility of the consultant and client will not reimburse the direct taxes and will be deducted at source from the invoice as per applicable rate/law.

2. No other charges whatsoever will be paid other than above on any grounds and Payments shall be subject to deduction of withholding income tax and services sales tax at the rates prevailing at the time of payment.

3. The Most Advantageous Proposal will be determined on the basis of lowest *total amount (inclusive of out-of-pocket expenses & applicable taxes)* quoted for all three years. The firm with the lowest quoted fee will be recommended to the Board of Trustees for appointment. The appointment will be renewed each year subject to approval from the Board of Trustees.

4. The nature of contract is lump sum basis which means that payment to consultant will be made on completion of deliverable as mentioned in the Terms of Reference (TORs).

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